

# Direct Pay Holdings LLC. Terms and Conditions

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## 1. Acceptance of Terms

These terms constitute a binding agreement between you (“you”) and Direct Pay Holdings LLC. Doing business as GO Direct Pay (“Direct Pay Holdings LLC”, “Direct Pay Holdings LLC Other names used”, “we”, “us”, or “our”), regarding your use of the Godirectpay.com website, any other associated website, any associated media channels, web applications, or mobile applications, (collectively, the “Site”). We are registered in Florida USA, with our registered office at 3650 NW 115<sup>th</sup> ave Doral, FL 33178. The Site provides an online platform for digital assets trading (“Platform”),

which operates a platform that enables Trading Services for digital assets, also known as cryptocurrencies. You can use the Platform to sell or purchase digital assets with fiat or another digital asset. All users must accept and comply with these terms. By using the Site, you confirm that you have read, understood, and agreed to these terms. If you do not agree with these terms, please stop using the Site immediately.

Terms may be updated from time to time and are incorporated by reference. We reserve the right to change these terms at any time. Changes will be indicated by updating the "Last Updated" date, and your continued use of the Site after any changes constitutes acceptance of the new terms.

The Site is not meant for distribution or use in jurisdictions where such actions would violate laws or require us to register. Those who access the Site from other jurisdictions do so of their own accord and must comply with local laws.

The Site is meant for users aged 13 and above. Minors must have the permission and supervision of a parent or guardian to use the Site. If you are a minor, your parent or guardian must read and agree to these terms before you use the Site.

## **2. Intellectual Property**

All content, features, and functionality on the Site, including text, graphics, logos, icons, images, and the selection and arrangement thereof, are our property or the property of our partners and are protected by international copyright laws. Any use of such content, including copying or storing it, is strictly prohibited unless you receive our written permission.

## **3. User Representations**

By using the Site, you represent and warrant that you: (1) are not a minor, (2) have not previously been suspended or removed from the Site, (3) are not a competitor of Direct Pay Holdings LLC, (4) have full legal capacity to agree to these Terms, and (5) will not access the Site through automated or non-human means, unless specifically authorized by us.

## **4. User Registration**

You may need to register with the Site to access some services. You agree to keep your password confidential and will be responsible for all use of your account and password. Upon registering with the Site you agree to compliance of these terms and conditions.

## **5. Marketplace Services**

Direct Pay Holdings LLC offers a digital assets trading platform. The Platform provides trading services for digital assets, also known as cryptocurrencies. You can use the Platform to perform trades, such as the sale of a digital asset for fiat or another digital asset, or the purchase of a digital asset with fiat or another digital asset.

## **6. Transactions and Payment**

You agree to promptly pay all fees related to your use of the Site and you authorize us to charge any payment methods we have on record for you.

## **7. Refund Policy**

All sales are final, and no refunds will be issued. Please review your orders carefully before placing them. You recognize and agree that you shall not be entitled to a refund for any purchase or transaction under any circumstances.

## **8. Prohibited Activities**

You are not allowed to use the Site for any illegal or unauthorized purpose. This includes engaging in any activity that infringes upon the rights of others or interferes with the operation of the Site.

## **9. User Contributions**

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site.

## **10. Contribution License**

By posting your contributions on the Site, you grant us a perpetual, worldwide, irrevocable, fully-paid, royalty-free, sublicensable, and transferable license to use, modify, create derivative works from, publish, distribute, and publicly display your contributions.

## **11. Review Guidelines**

Any user reviews or feedback should be honest, accurate, and provide valuable insights to other users. Reviews should not contain illegal content, personal information, or unfounded accusations.

## **12. Mobile App License**

If we provide a mobile app, you will be granted a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms of this license.

## **13. Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Site or the services provided ("Submissions") provided by you to us are non-confidential and we will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **14. Site Management**

We reserve the right, but not the obligation, to monitor the Site for violations of these terms, take appropriate legal action against anyone who violates the law or these terms, refuse service, terminate accounts, remove or edit content, or cancel orders.

## **15. Privacy Policy**

We respect your privacy and are committed to protecting it. Our Privacy Policy, which is incorporated into these terms, describes how we handle your personal data.

## **16. Term and Termination**

These terms remain in effect until terminated by you or us. We can suspend or terminate your access to the Site at any time for any reason, or for no reason, without notice.

## **17. Modifications and Interruptions**

We reserve the right to change, modify, or remove the contents of the Site at any time, for any reason. We have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the services without notice.

## **18. Governing Law**

These terms shall be governed by and defined following the laws of California, United States. Any disputes related to these terms will be heard in the courts located in California.

## **19. Dispute Resolution**

Any disputes arising out of or related to these terms or the services will be resolved through binding arbitration, rather than in court. You accept the binding arbitration by using our Site.

## **20. Corrections**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the services. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

## **21. Disclaimer**

The site is provided on an as-is and as-available basis. You agree that your use of the Site and our services will be at your sole risk. We cannot assure or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or alter your information. While we will do our utmost to protect your personal information, the transmission of personal information to and from our Site is at your own risk. You hereby assume all risk of injury or harm as a result of the activities specified above and agree to release, indemnify, defend, and forever discharge us from all liability, claims, demands, damages, costs, expenses, and causes of action due to death, injury, loss, or damage to You. We recommend only accessing the Services within a secure environment.

## **22. Limitations of Liability**

In no event will we or our directors, employees, partners, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Site.

## **23. Indemnification**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your use of the Site.

## **24. User Data**

We will maintain certain data that you transmit to the Site for managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.

## **25. Electronic Communications, Transactions, and Signatures**

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Site.

## **26. Miscellaneous**

These Terms of Use and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

## **27. Contact Us**

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Direct Pay Holdings LLC  
3650 NW 115<sup>th</sup> ave  
Doral, FL 33178