

POPPAY POS MERCHANT AGREEMENT

Standard Terms and Conditions

EFFECTIVE DATE: September 16, 2022

This sets forth the Standard Terms and Conditions (“Terms and Conditions”) for the **POPPAY MERCHANT AGREEMENT** (“Agreement”) executed between you (“Merchant”, “You” and “Your”) and PopID, Inc, a Delaware corporation (“We”, “Us”, “Company”, or “PopID”)(You and PopID are individually referred to herein as a “Party” and collectively, as the “Parties”) and describes the terms and conditions that apply to Your merchant account with PopID (“Merchant Account”) and the use of Your Merchant Account to process the sale of goods and services (“Transaction”) to Your customers (“Customers”) through the PopID Point of Sale (“POS”) terminal or through the PopID Kiosks (“Kiosks”), and any other device through which we provide You with physical credit card or debit card processing (tap, dip or swipe), including Apple Pay or other electronic equivalent of a physical debit or credit card (“Card Devices”) (“POS,” “Kiosks,” and “Card Devices” are collectively referred to herein as “**POS Terminals**”) located at Your place of business (“Business”) registered on Your Merchant Account. The purchase of goods and services by Your Customers will be made using either (i) a valid credit or debit card; or (ii) their PopPay Account after the authentication of their identity by PopID (“Authenticated”, “Authenticating” or the “Authentication”). To the extent You have entered into a separate user or merchant agreement with Us for the PopPay service, that agreement, or agreements, remains in full force and effect and you are subject to the terms of both each agreement.

YOU SHOULD READ THIS DOCUMENT CAREFULLY AS IT INCLUDES AN ARBITRATION PROVISION THAT GOVERNS ANY CLAIMS BETWEEN YOU AND US. UNLESS YOU ELECT TO OPT OUT IN THE MANNER SPECIFIED IN CLAUSE 35, THE ARBITRATION PROVISION WILL: (A) ELIMINATE YOUR RIGHT TO A TRIAL BY JURY; AND (B) SUBSTANTIALLY AFFECT YOUR RIGHTS, INCLUDING PREVENTING YOU FROM BRINGING, JOINING OR PARTICIPATING IN CLASS OR CONSOLIDATED PROCEEDINGS.

YOU AGREE THAT WE MAY PROVIDE NOTICES, DISCLOSURES AND AMENDMENTS (“NOTICES”) TO THE AGREEMENT, AND OTHER INFORMATION RELATING TO YOUR MERCHANT ACCOUNT, BY ELECTRONIC MEANS, INCLUDING, WITHOUT LIMITATION, POSTING SUCH NOTICES IN YOUR MERCHANT ACCOUNT OR ONLINE AT WWW.POPID.COM. YOUR CONTINUING USE OF YOUR MERCHANT ACCOUNT IS YOUR ACCEPTANCE OF ANY SUCH NOTICES.

1. Term. The Agreement is effective from the date You register for a Merchant Account and continues in full force and effect until the date the Agreement is terminated in accordance with clause 32 (“Term”). The Agreement governs Merchant’s access to and use of the hardware and services ordered by Merchant under an Order Form. The services provided by PopID may include, but may not be limited to, (a) applications for use by Merchant’s employees for “Check-In” time keeping; (b) mobile and web applications for use by Merchant’s employees to place orders and process Payments; (c) processing of Payments and facilitating payment of net sales proceeds to Merchant’s Bank Account; (d) providing Merchant with certain reporting on its sales and activities; and (e) working with Merchant with respect to any Customer inquiries related to Payments or placing orders, in each case under Merchant’s PopID Account (items (a)-(e) collectively referred to as “Services”).
2. License. Subject to Merchant’s compliance with the Terms and Conditions and for the duration of the Term, PopID hereby grants to the Merchant a non-exclusive, non-transferable, non-sublicensable, limited license (“License”) to operate Our PopPay Software platform on the Order Equipment for permitting Merchant and its employees to use the Services solely and exclusively for Merchant’s operating business purposes. Our PopPay Software platform (“Software”) includes Our point-of-sale retail transaction software and associated retail management system along with all updates related thereto provided to Merchant.
3. PopID Merchant Account. To become a merchant of PopID, You must register for a Merchant Account through the PopID online Portal (“Portal”) by providing Us with Your personal and Business information. Upon successfully registering for a Merchant Account, You will be able to process Transactions for Your customers, through the POS Terminal(s) located at Your Business.

4. Location of Business. You can use Your Merchant Account to process Transactions at each location in which You operate Your Business provided there are POS Terminals at each location and You have added each location to Your Merchant Account.
5. Linking of Bank Account. When registering for Your Merchant Account, You will be required to provide Us with your bank account information (“Bank Account”) and you authorize us to transfer funds to your Bank Account strictly in accordance with the terms of the Agreement. You agree to sign such documentation and do all things reasonably required by Us in order to give effect to the terms of the Agreement. **You expressly authorize Our authorized service provider to originate credit transfers to your financial institution account. You authorize Us to collect and share your personal information with our authorized service provider including full name, email address and financial information, and you are responsible for the accuracy and completeness of that data. We primarily rely on Dwolla, Inc., as our authorized service provider but reserve the right to use other authorized service providers as necessary. Dwolla’s Privacy Policy is available [here](#).**
6. Processing Transactions. Each Transaction will be processed either as a credit or debit transaction with Us operating as the payment processor and the merchant of record, or in the case of a face-authenticated transaction, once Your Customer’s identity has been Authenticated through their PopPay Account. Once a Transaction has been Authenticated, Your Customer will receive a text message to their registered phone with confirmation of the Transaction.
7. Order Equipment. Merchants will install any equipment reasonably required by PopID for Merchant to receive and process Orders (including, without limitation, a POS Terminal, a tablet, fax machine, or other automated, electronic means of receiving Orders) (“Order Equipment”). If any Order Equipment is provided by PopID, Merchant will pay PopID an Order Equipment Fee, as set forth in the following “Order Equipment Fee” section, in exchange for the right to use the Order Equipment to accept PopPay payments. Order Equipment provided by PopID will remain PopID’s sole property and may be used solely for purposes related to fulfilling Merchant’s responsibilities under the Agreement. Merchant will inspect all hardware, and shall notify PopID in writing if any Order Equipment is missing or was damaged as soon as practicable after discovering such damage. PopID may restrict or rescind Merchant’s right to use the PopPay Platform at any time. Merchant will be responsible for any damage to or loss of any Order Equipment provided by PopID (excluding ordinary wear and tear), which will be promptly reimbursed by Merchant (at the replacement cost thereof). PopID may recover the replacement cost of damaged or lost Order Equipment by invoicing Merchant. Merchant agrees to pay all subscription fees and deposits reasonably charged by PopID for Order Equipment.
8. Order Equipment Fee. Each transaction will take place on a Customer’s cellular device or at a POS Terminal provided by PopID. The POS Terminals and any other Order Equipment will be provided at the costs indicated in the Merchant’s corresponding Order Form that is the basis for the Merchant Agreement along with these Terms and Conditions.
9. Restrictions on Transactions. You warrant to Us that You will: (a) only process Transactions which are legal; (b) only process Transactions by Customers who are lawfully and voluntarily Authenticating their identity and who are not otherwise acting under any coercion or duress; and (c) include all applicable taxes in the total amount of the Transaction. For the purposes of the Agreement, the “Value” of a Transaction will be the total amount for the goods purchased by the Customer plus applicable sales taxes and tips.
10. Declined Transactions. A Transaction may be declined (“Declined Transaction”) by Us due to: (a) Your Customer having an inactive or invalid PopPay Account; (b) Your Customer having an expired or cancelled credit card or bank account which may be linked to their PopPay Account; (c) the inability by Us to Authenticate Your Customer’s identity; (d) any other reason. If You have a Declined Transaction, You will be notified through the POS Terminal and You should not complete the Transaction nor provide delivery of the goods and services to the Customer. You have any questions relating to a Declined Transaction, You may contact Us at info@popid.com.
11. Merchant Information. You will be required to provide information of a personal nature (“Merchant Information”) to PopID as part of the registration and use of Your Merchant Account and the processing of

Transactions and You warrant to Us that You will; (a) provide to Us complete and accurate Merchant Information; (b) advise Us as soon as Your Merchant Information changes or becomes inaccurate; (c) maintain the confidentiality and security of Your Merchant Account, at all times; (d) agree to the terms and conditions prior to registering for a Merchant Account; (e) only maintain one (1) Merchant Account in Your name or the name of Your Company at any one time.

12. Fees & Charges. For each Transaction processed through Your POS Terminal, We will charge You and You hereby agree to pay: (a) a fixed fee for each Transaction completed on Your POS Terminal (“Fixed Fee”); and (b) a fee as a percentage of the Value of the Transaction (“Payment Fee”). These fees may differ depending on whether Your Customer processes a transaction using PopPay face authentication and in most cases, the total fees will be smaller when a Customer uses PopPay. The exact amount and/or rate of initial fees will be indicated in Your Merchant Agreement Initial Order Form. During the Term, the Merchant also agrees to pay to PopID any applicable subscriber fees (“Subscriber Fees”) which may be periodic, or other fees that may be indicated on the Order Form. The Fixed Fee, Payment Fee, and any other fees due to PopID, will be debited from the amounts payable to Merchant from the Transaction(s). The Subscriber Fee may also be debited from the amounts payable to Merchant unless an alternative payment method has been setup by the Merchant and approved by PopID. PopID maintains the right to change the Fixed Fee, Payment Fee, Subscriber Fee, or any processing fees and/or processing rates, upon thirty (30) days’ prior written notice to Merchant, which notice may be satisfied by email sent to the Merchant and acknowledged as received. Such notice will include the effective date of the change(s). Merchant’s continued use of the POS Terminal subsequent to any change in fees and/or processing rates as described in this Section 12, as applicable, will be deemed acceptance of such changes unless Merchant closes its PopID Account prior to the effective date of any such change and ceases all access to and use of the POS Terminal and related services.
13. Payments. The Value of any Transaction Authenticated through Your POS Terminal less the Authentication Fee and Payment Fee for the respective Transaction, will be credited to Your nominated bank account within five (5) Business Days of the Transaction being Authenticated. For the purposes of the Agreement, a “Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of California or is a nationally recognized federal holiday pursuant to Federal law. Payments made to the Merchant from Us will be sent in most instances to the Merchant’s bank account via ACH transfer facilitated from Our authorized service provider, as referenced in Section 5. PopID will batch transactions daily for processing and transfer via Our authorized service provider.
14. Refunds. In the event a Customer requests a refund from PopID for goods or services purchased through Merchant, PopID will facilitate a conversation between Merchant and Customer. If such refund is permitted in accordance with the terms of Your refund policy or otherwise in accordance with any applicable laws and regulations (“Refund”), then You can process the Refund via the Merchant Portal. In the event of a Refund request from a Customer to Merchant, Merchant can process the Refund at their sole discretion via the Merchant Portal. Refunds will be processed with the same Fees & Charges outlined in Section 12.
15. Surcharges. With the exception of applicable sales’ taxes and tips offered by Your Customer, You are not permitted to add any fees, charges or other amounts over or in addition to the advertised price of the goods and services, the subject of the Transaction.
16. Currency. Transactions, Refunds, Authentication Fees and Payment Fees (each, a “Line Item”), will be processed in the currency of the United States of America being United States Dollars (“USD”).
17. Reporting. Details of each Line Item processed each day at each location of Your Business will be outlined in detail in Your Merchant Account for a period of at least one (1) year from the date of the Line Item following which, it may be deleted by Us. It is Your obligation to download data from Your Merchant Account prior to the data being deleted by Us. Each Line Item will be allocated a unique Transaction ID.
18. Disputes. You can dispute a Line Item (“Merchant Dispute”) at any time. Likewise, We may dispute a Line Item where: (a) We have received a complaint from Your Customer relating to the Line Item; (b) We believe, in our reasonable discretion, that the Line Item is incorrect or inaccurate; and (c) We believe, in our

absolute discretion, that the Transaction which relates to the Line Item, was processed in breach of a provision of the Agreement (“PopID Dispute”)(the Merchant Dispute and the PopID Dispute are collectively referred to herein as the “Dispute”). We will investigate all Disputes in a prompt manner and our decision on the Dispute will be final. We will notify You of our decision within seven (7) Business Days of the date of the Dispute. In some circumstances, our decision will require you to refund money relating to the disputed Line Item to Your Customer.

19. Warranties. You hereby warrant to Us, for the Duration of the Term, that: (a) You are financially responsible; (b) You have the authority to enter into and be bound by the terms and conditions contained in the Agreement; (c) You will not engage in any activity which could cause harm to the PopID brand; (d) Your Proprietary Marks are not infringing upon any third-party’s proprietary rights; (e) Your Business is a legal enterprise and You are not undertaking illegal activities including, without limitation, activities of a fraudulent, misleading or deceptive nature.
20. Laws & Regulations. You warrant to Us that You will comply with all applicable laws, regulations and other legal requirements pertaining to the sale of goods and services and the Authentication of Transactions including, without limitation, laws and regulations regarding banking, financial institutions, payment systems, foreign currency exchange, money transmission, anti-money laundering, anti-terrorist financing, sanctions (such as those administered by the US Department of the Treasury’s Office of Foreign Assets Control), privacy and security, consumer protection and trademarks and copyrights. In the event of any conflict between a term contained in the Agreement, our Privacy Policy or any applicable laws and regulations, the term contained in the applicable law or regulation will govern and prevail.
21. License Restrictions. The Merchant acknowledges and agrees that the Company, at all times, retains all right, title and interest in and to the Software and the Agreement does not give rise to any ownership interest on the Merchant’s part in or to the Software. Further, for the duration of the Term, the Merchant warrants to the Company that: (a) the POS Terminals are secure and accessible only by Merchant’s authorized users; (b) it will not sell, sub-license, transfer, rent, loan or otherwise deal with the Software, in whole or in part and either for itself or for the benefit of a third party, other than in accordance with the terms of the Agreement; (c) it will not reverse engineer, decompile or disassemble the Software, in whole or in part; (d) it will not use the Software for any illegal purpose or otherwise exploit the Software in any unauthorized or unlawful manner whatsoever; (e) it will use the Software at its own risk; and (f) it will not contest, either directly or indirectly, the validity or the Company’s ownership of the Software. Further, any and all goodwill created by or arising out of the Merchant’s use of the Software shall inure solely and exclusively to the Company’s benefit and upon expiration or termination of the Agreement, no monetary amount shall be assigned or attributable to any goodwill associated with the Merchant’s use of the Software.
22. Intellectual Property. For the duration of the Term, we each grant to the other a fully paid, non-exclusive, non-transferable, royalty-free limited license (“Proprietary License”) to use each other’s proprietary marks (including, without limitation, trademarks, logos, trade names, service marks and other identifying symbols and words) for the strict purposes of performing our obligations under the Agreement. We reserve the right to substitute different Proprietary Marks for use in identifying PopID. Further, each of us warrants to the other that they will: (a) not use the other Party’s Proprietary Marks to incur any obligation or indebtedness on behalf of that Party; (b) not use the other Party’s Proprietary Marks as part of their corporate or other legal name; (c) not contest, either directly or indirectly, the validity or ownership of the other Party’s Proprietary Marks nor shall they, directly; (d) not directly or indirectly, seek to or assist any person in registering the other Party’s Proprietary Marks in any jurisdiction; and (e) promptly notify the other Party of any suspected infringement of the Proprietary Marks, any challenge to the validity thereof or any challenge to the other Party’s ownership of or right to use the Proprietary Marks.
23. Ownership of Intellectual Property. Each Party acknowledges and understands that: (a) use of the other Party’s Proprietary Marks in no way gives rise to any ownership interest or other interest in or to the Proprietary Marks; (b) the other Party is the exclusive owner of all right, title and interest in and to that Party’s Proprietary Marks; (c) the license to use the other Party’s Proprietary Marks is revocable, non-transferrable and non-exclusive and is granted subject to the terms and conditions outlined herein; (d) any and all goodwill arising from its use of the other Party’s Proprietary Marks shall inure solely and exclusively to the other

Party's benefit and upon expiration or termination of the Agreement and the license granted herein, no monetary amount shall be assigned or attributable to any goodwill associated with its use of the other Party's Proprietary Marks.

24. Marketing and Advertising. You are a merchant of PopID ("Relationship") and in addition to the rights created in clause 22, the Proprietary License further allows each Party to use the other Party's Proprietary Marks to advertise and market the Relationship provided that such marketing and advertising does not, directly or indirectly, confuse, mislead or deceive the public including, without limitation, confusing, misleading or deceiving the public in to thinking that You are associated with Us in any manner other than the Relationship.
25. Confidentiality. You acknowledge that We may be required to disclose Confidential Information to You in order to give effect to the terms of the Agreement and You warrant to us that, for the duration of the Term and for a period of five (5) years thereafter, You will hold the Confidential Information in the strictest confidence and You will not communicate, disclose, transfer, divulge or otherwise use or deal with ("Disclosure") the Confidential Information, in any manner whatsoever and whether for the benefit of yourself or any other person, partnerships, associations, corporations or other incorporated entities, except where such Disclosure; (a) is required by Law; (b) is to Your employee, officer, contractor or advisor ("Associated Parties") and You first obtain a covenant, in Our favor on the terms outlined in this Section 25, prior to making the Disclosure; or (c) relates to Confidential Information which is already in the public domain by reason other than Your or Your Associated Parties' Disclosure. For the purposes of this clause, "Confidential Information" means any proprietary information of PopID including, without limitation, technical data, software, hardware, trade-secrets, know-how, research, business plans, manuals, information decks, inventions, processes, designs and engineering configuration, disclosed by Us to You either directly or indirectly, in writing, orally or by drawings or observations or otherwise observed by You in Your dealings with Us.
26. Your Privacy. The information You provide to Us when registering for and using Your Merchant Account will be stored, managed, used and shared in accordance with the terms of our Privacy Policy which can be located at www.popid.com/privacy.
27. Customers' Privacy. You acknowledge that both We and Your Customer will be required to provide to You information of the Customer of a personal nature ("Personal Information" which includes, but is not limited to, name, contact information, food ordering data, items purchased and prices and loyalty data) and a non-personal nature ("Non-Personal Information" which by nature, is aggregate and anonymous information). You warrant to Us that You will: (a) use the Non-Personal Information and Personal Information for the strict and limited purposes of Authenticating and processing Transactions and Refunds or as otherwise agreed to by Us and Your Customer; (b) use all reasonable efforts to protect and safeguard the confidentiality of the Personal Information which at a minimum, shall be the same degree of protection afforded by our Privacy Policy; (c) not share, transfer or otherwise distribute or disseminate the Personal Information to any third party without the prior written consent of both Us and Your Customer. Further, You grant to Us a non-exclusive, worldwide, royalty free, transferable, sub-licensable, perpetual, irrevocably license to: (a) copy, display, transfer, share with third parties and otherwise use or deal with the Non-Personal Information; (b) copy, display, transfer, share with third parties and otherwise use or deal with the Personal Information in accordance with the terms of our Privacy Policy or as otherwise agreed to between Us and Your Customer. You agree to transfer the Non-Personal Information and Personal Information to Us, upon our request.
28. Merchant Data. Merchant hereby grants to PopID a non-exclusive, royalty-free, fully paid up, and world-wide license to use, copy, modify, display and transmit Merchant Data solely in connection with the Services including the development of potential offerings or other future Services under consideration by PopID (whether developed independently by PopID or through a third party). Merchant is solely responsible for the accuracy, quality, content and legality of Merchant Data, and any transfer and use of Merchant Data outside of the Services by Merchant or any third party authorized by Merchant. Merchant represents, warrants and covenants that it has all rights necessary to upload the Merchant Data to the Services and to otherwise have such Merchant Data used or shared, as applicable, by PopID in relation to the Services.

PopID may create anonymized or aggregated data from Merchant Data, Customer Data and Personal Information that does not identify Merchant, any Customers or Merchant's employees or any other identifiable individual. Upon creation, as between Merchant and PopID, PopID shall own and retain all Intellectual Property Rights in and to such anonymized or aggregated data entirely without obligation to Merchant or restriction of any kind.

29. Non-Compete. For the duration of the Term, You warrant to Us that PopID will be the sole and exclusive facial payment provider used to process Transactions for Your Business and You will not use, offer display, promote or otherwise deal with any other facial payment provider or processor without Our prior written consent. Such consent, may be withheld, in our absolute discretion.
30. Non-Disparagement. For the duration of the Term and for a period of two (2) years thereafter, You warrant to Us that neither You nor Your Associated Parties or Controllers will, either directly or indirectly, make any statement, comment or communication, whether oral or written, that is disparaging, derogatory or defamatory towards Us and any PopID product.
31. Audits. You must, upon reasonable notice from Us, provide Us or our agents with full access to the books and records of Your Business for the purpose of auditing the Transactions ("Audit") processed through Your Merchant Account. Furthermore, You agree to provide such documentation and do all things reasonably requested by Us or our agents in relation to the Audit.
32. Termination. The Agreement will terminate where: (a) You terminate Your Merchant Account through the Portal; or (b) We terminate your Merchant Account, for whatever reason. Upon the termination of the Agreement, all rights, privileges and licenses granted to You hereunder will immediately terminate, without notice or liability. Any and all amounts owing to You pursuant to the Agreement, as at the date of termination, will be credited to Your bank account within the time frames stipulated hereunder.
33. Disclaimers and Limits of Liability. Except as outlined in the Agreement and to the extent permitted by Law, PopID and our officers, directors, agents and affiliates (collectively, the "Indemnified Parties") make no representations or warranties, of any kind, whether express or implied, with respect to Your Merchant Account or any matter contemplated by the Agreement including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, or any warranty or representation arising by usage of trade, course of dealing or course of performance. Furthermore, in no event shall PopID or its Indemnified Parties have any liability for: (a) Declined Transactions; (b) unauthorized access to or alteration of, Your Merchant Account; (c) fraudulent Transactions; (d) errors or mistakes in a Transaction or Refund; (e) any other mistake or activity resulting from circumstances beyond PopID's reasonable control. In the event that PopID or the Indemnified Parties are found liable to You, You shall only be entitled to recover actual and direct damages and in any event, such damages shall not exceed the amount of US\$100.00. In no event shall PopID or its Indemnified Parties have any liability for any incidental, indirect or consequential damages including, without limitation, loss of profit or revenue or use, or any punitive or exemplary damages arising out of or in relation to the Agreement or Your Merchant Account, whether in contract, warranty, tort, product liability, strict liability or other theory.
34. Governing Law. Subject to clause 35, the Agreement shall be governed in accordance with the laws of the State of California.
35. Arbitration. **Please read this clause carefully as it contains important information pertaining to Your rights. It provides for resolution of most disputes through arbitration instead of court trials and class actions.** This clause shall be interpreted broadly and any and all disputes, suits, claims and similar actions (except those which fall within the jurisdiction of a small claims court)("Claims"), of whatsoever nature (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory), arising out of or in relation to the Agreement and Your Merchant Agreement, shall be resolved by binding arbitration. You and Us agree that the Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law, and not governed by State law. Process. For all Claims, whether pursued in court or arbitration, You must first send Us a written notice of Your Claim to info@popid.com and allow Us sixty (60)

days to resolve the Claim failing which, You may request to pursue the Claim by arbitration in accordance with the Consumer Arbitration Rules of the American Arbitration Association (“AAA”). Information about AAA can be found at www.adr.org. Costs. The filing fee for any arbitration Claim must be paid by the party initiating the arbitration. Further, each Party agrees to bear their own fees, costs and expenses associated with the arbitration Claim including, without limitation, those for their attorneys, experts, witnesses and the preparation and presentation of evidence for the Claim. Judgment: The arbitrator’s judgment is final and may be entered in any court having competent jurisdiction. Miscellaneous. The arbitration will be conducted in English and at a reasonably convenient location in the State of California or other mutually agreeable location. The arbitration will be deemed as confidential and neither You nor Us may disclose the existence, content or results of the arbitration, except as may be required by Law or for the purposes of enforcing any judgement.

36. Arbitration Opt-Out. Notwithstanding clause 35, You may choose to pursue any Claim in court and not by arbitration if You opt out of the arbitration clause within thirty (30) days of the date You register for Your Merchant Account, by sending Us written notice to 6800 Owensmouth Avenue, Suite 350, Canoga Park CA 91303 Attn: Legal Department.
37. Class Action and Jury Waiver. You and Us agree that any Claim, whether in arbitration or in court, will be conducted on an individual basis and not in a class, consolidated or representative action. You waive all rights to be a class representative, class member or otherwise participate in a class, consolidated or representative action or proceeding without first having complied with the opt out procedure outlined in clause 33. If You do comply with the beforementioned procedure, then this clause 34 will not apply to You. If, for whatever reason, a Claim proceeds in court rather than arbitration, You and Us expressly waive any right to a jury trial.
38. Survival. Clauses 33 to 33 inclusive, shall survive termination of the Agreement.
39. Entire Agreement. These Standard Terms and Conditions are part of the Merchant Agreement Order Form signed by the Merchant and contain all of the terms in relation to the content contemplated therein, including all applicable Fees and Charges, Payments, the Hardware Quote, and Our Privacy Policy which can be viewed at www.popid.com/privacy. If there is a conflict between a term contained in the Agreement and a term contained in our Privacy Policy, the term contained in the Privacy Policy will prevail and govern. These Standard Terms and Conditions are in addition to, and supplement, any separate PopPay user or merchant agreement that you have entered into with us or that you enter into with us in the future.
40. Severance. If any provision of the Agreement is rendered void or unenforceable against any Party by any Court of competent jurisdiction then that part of the provision which is void or unenforceable is deemed severed from the Agreement, to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect.
41. Notices. Any notice required to be given under the Agreement shall be in writing. Notices from You to Us will be deemed given three (3) business days after postage by registered prepaid mail to 6800 Owensmouth Avenue, Suite 350 Canoga Park CA 91303 U.S.A. Notices from Us to You may be given in accordance with the terms on page 1 of the Agreement. You expressly consent to receive notices by electronic form and You agree that any such electronic notices will satisfy any applicable legal communication requirements.
42. Assignment. You may not assign the Agreement or any of Your obligations under the Agreement, in whole or in part, without PopID’s prior written consent. We may assign the Agreement and any of our obligations created hereunder, in whole or in part, at any time and without notice. Upon assignment, You release Us from our obligations under the Agreement and indemnify and release Us in that regard.
43. Further Assurances. You agree to sign such documentation and do all things reasonably required by Us in order to give effect to the terms of the Agreement.
44. Contact Us. If You have any questions relating to the Agreement or Your rights and obligations contained herein, please visit our website at www.popid.com or contact Us at info@popid.com.

In addition to the signature provided in the Agreement Order Form, the continued use of the POS Terminals by the Merchant constitutes the Merchant's acceptance and agreement to these Terms and Conditions.

PopPay POS Merchant Agreement – Terms and Conditions (Version 1.3)