

HadePay Terms of Use

This User Agreement (“Agreement”) is a contract between you and ODP Solutions, Inc. (“Company”) and applies to your use of HadePay® services and any other HadePay® features, technologies, and/or functionalities offered by Company on our website, in the HadePay app or through any other means (the “HadePay Services”). The HadePay Services are provided to you subject to this Agreement as well as our Privacy Policy (“Privacy Policy”) and is incorporated in this Agreement by this reference.

I. HADEPAY USER SERVICE TERMS

A. Terms for HadePay Services

The HadePay Services allow you to make blockchain payments to and accept blockchain payments from third parties (“HadePay payments”). We are a cryptocurrency processor, but also a consolidating service of payment applications that allow you to make and accept fiat payments. HadePay does not process or intervene with any payments made on third-party applications. All payments to those applications are sent to the account designated by each individual user or merchant. The receiving user of cryptocurrency and blockchain payments are charged a 1% processing fee by ODP Solutions. The company does not charge a fee for payments on third party services such as but not limited to PayPal, Venmo, or Stripe. However, the user is still responsible for the fees associated with each third party service that the user chooses to use. By using a third party service with HadePay the user is disclosing to ODP Solutions that they are the owner of that account and are thereby familiar and accept any and all fees associated with its usage.

You may use the HadePay Services on your mobile device, or, if you are an approved merchant, you may accept HadePay payments through your mobile application or website.

ODP Solutions, Inc. aims to become a registered Money Service Business with FinCEN by November 25, 2018 and will seek money transmitter licenses in numerous states. As a regulated and fully compliant business, HadePay is required to comply with the Bank Secrecy Act, which requires HadePay to verify merchant identities and maintain records of currency transactions for up

to five years and report certain transactions pursuant to ODP Solutions, Inc.'s licenses.

1. Eligibility and Account Registration

To be eligible to use the HadePay Services, you must be a resident of the United States, be 18 years or older, use the HadePay Services in the United States, and create an account with a cellular/wireless telephone number that you own. You may also initiate account registration by connecting with your Facebook® or Google® account, however, we will still need additional information to create your account. As further detailed in our Privacy Policy, in order to register, create and use an account, Company may require that you submit certain Personal Information (as defined in the Privacy Policy), including but not limited to your name, email address, text-enabled cellular/wireless telephone number, street address or zip code, date of birth, and social security number to Company. You agree that the Personal Information you provide to Company upon registration and at all other times will be true, accurate, current and complete, and you agree to maintain and update this Personal Information with us as necessary.

2. Types of Accounts

We offer two different types of accounts, personal and business accounts. You may have only one personal account. Personal accounts are for use in person-to-person transfers with friends and family, and other people whom you know. Personal accounts may also be used to make Merchant Payments as described in this Agreement. Personal accounts may not be used to receive business, commercial or merchant transactions, which includes (without limitation) paying or accepting payment from other users you do not personally know for goods or services (for example, concert tickets, electronic equipment, sneakers, a watch, or other merchandise) (“Prohibited Business Transactions”).

For business accounts, we enable you to accept cryptocurrency as payment for goods or services, and process cryptocurrency payments that you receive from your customer (Purchaser). We are not a crypto exchange, wallet, or a place to purchase or sell cryptocurrencies. Our

Services are only available to businesses that sell a product or services or to registered charitable organizations that accept donations. By using the Services, you authorize us to act as your agent so we may receive, hold and disburse funds on your behalf and to take any and all actions that we think are necessary to provide the Services and to comply with applicable law.

3. Identity Authentication

You hereby authorize Company, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and account information and, for business accounts, your company or employer. This may include asking you for further information and/or documentation about your account usage or identity, or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial instruments, and verifying your information against third party databases or through other sources. This process is for internal verification purposes.

4. Transaction History

You may view your transaction history by logging into your HadePay account.

5. Sending Money

a. Sending Limits

We may, at our discretion, impose limits on the amount of transactions you conduct through the HadePay Services. If we have authenticated your identity, we may increase your transaction limits. These limits may change from time to time in Company's sole discretion. You may not send money to your own account.

b. Refused and Refunded Transactions

When you send money, the recipient is not required to accept it. You agree that you will not hold Company liable for any damages

resulting from a recipient's decision not to accept a payment made through the HadePay Services.

c. Fees for Sending Money

HadePay only charges for blockchain payments, or those that process digital currencies. A 1% fee is collected for these kind of transactions. If you are making payment with any other third party application, it is your sole responsibility to follow the application's terms of use and to know what fees are collected for using the service. HadePay does not process fiat payments, but rather consolidates the services onto its applications.

6. Payment Investigation

Payment investigation is a process by which Company reviews certain potentially high-risk transactions. If a payment is subject to payment investigation, Company may suspend the user account or disable blockchain payments.

7. Termination

Upon termination of this Agreement for any reason, we have the right to prohibit your access to the HadePay Services, including without limitation by deactivating your username and password and to refuse future access to the HadePay Services by you or if a business entity, its parent, affiliates or subsidiaries or its or their successors.

II. MOBILE APPLICATIONS

A. Third Party Operating System Providers, Phone Manufacturers, and Wireless Carriers

The HadePay mobile application works on an application linked to a particular device and operating system, such as Apple's iOS operating system. Company is solely responsible for providing maintenance and support services for the HadePay Services. Covered Third Parties have no obligation to provide maintenance or support services for the HadePay Services.

Covered Third Parties have no warranty obligations whatsoever with respect to the HadePay Services and any other claims, losses, liabilities, damages, costs or

expenses attributable to any failure of the HadePay Services to conform to any warranty provided by Company, if any, will be Company's sole responsibility.

Company, not any Covered Third Parties, is responsible for addressing any claims relating to the HadePay Services, including, but not limited to: (i) product liability claims; (ii) any claim that the HadePay Services fail to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and (iv) intellectual property claims.

If you are using the HadePay Services on an Apple device, you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary. Such rights may also accrue to other handset manufacturers and operating systems which participate in the Services.

B. Services via SMS or Mobile Data

The HadePay Services allow you to send and receive payments through your mobile phone via SMS or mobile data plan. If you use the Services on your mobile phone, you are responsible for any fees that your phone service provider charges for SMS, data services, etc. Your phone service provider is not the provider of the HadePay Services.

III. GENERAL TERMS AND CONDITIONS

A. Notices to You

You agree that Company may provide notice to you by posting it on our website, or if we have your email address or street address, by emailing it to the email address listed in your account or mailing it to the street address listed in your account. Such notice shall be considered to be received by you within 24 hours of the time it is posted to our website or emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. Company's Business Days include all days on which the New York Federal Reserve Bank is open for business. We may also provide notice when you access the HadePay Services.

B. Business Days

“Business Days” means Monday through Friday, excluding Holidays. “Holidays” means New Year’s Day (January 1), Birthday of Martin Luther King, Jr. (the third Monday in January), Washington’s Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a Holiday falls on a Saturday, Company shall observe the Holiday on the prior Friday. If the Holiday falls on a Sunday, Company shall observe the Holiday on the following Monday.

C. HadePay Websites

The Company’s HadePay websites may feature third party offers and enable product searches. Company does not warrant that product descriptions, pricing, search results, user ratings and reviews or any other content on Company websites is accurate, complete, reliable or current. This information is provided for informational purposes only and does not constitute an endorsement by Company of any product, service or vendor.

D. Intellectual Property

“HadePay.com”, “HadePay”, and all related logos, products and services described in our website and mobile applications are either trademarks or registered trademarks of Company or its licensors. You may not copy, imitate or use them without Company’s prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Company. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by Company through our vendor services, SMS tools, promotional tools or affiliate programs without prior written consent for the purpose of directing web and SMS traffic to the service. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to Company or the Service or display them in any manner that implies Company’s sponsorship or endorsement. All right, title and interest in and to the HadePay website and any content thereon is the exclusive property of Company and its licensors.

Certain other product or service names, brand names and company names may be trademarks of their respective owners.

E. Taxes

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. Company is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

F. Privacy

Protecting your privacy is very important to us. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

G. Children's Privacy

Protecting the privacy of young children is especially important. For that reason, we do not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow anyone under 18 to register for the HadePay Services.

H. Resolution Procedures for Unauthorized Transactions and Other Errors

You should immediately notify Company if you believe:

1. There has been an Unauthorized Transaction, unauthorized access to your account, or the occurrence of an Other Error;
2. There is an error in your transaction history or your transaction confirmation sent to you by email;
3. Your HadePay mobile-activated phone has been lost, stolen or deactivated; or
4. You need more information about a transaction listed in your transaction history or transaction confirmation email.

Since we do not process fiat transactions and only enable blockchain payments, we do not offer 100% protection for Unauthorized Transactions sent from your account. Rather we address each instance on a case by case basis to resolve. You should understand that any issues with third party applications is not the responsibility of the Company and you are using HadePay at your own risk.

I. Restricted Activities

In connection with your use of our website, your account, or the HadePay Services, or in the course of your interactions with Company, a user or a third party, you will not:

- breach this Agreement, the card processing Agreement, or any other Agreement that you have entered into with Company (including a policy);
- violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- infringe Company's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- act in a manner that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- provide false, inaccurate or misleading Personal Information;
- create more than one HadePay account for yourself, through, among other methods, using a name that is not yours, using temporary email address(es) or phone number(s), or providing any other falsified Personal Information;
- send or receive what we reasonably believe to be potentially fraudulent funds;
- refuse to cooperate in an investigation or provide confirmation of your identity or any Personal Information you provide to us;
- attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both Company and the recipient of funds, bank, or credit card issuer for the same transaction;
- use an anonymizing proxy;
- control an account that is linked to another account that has engaged in any of these restricted activities;
- control or possess more than one account without authorization from Company;
- conduct your business or use the services in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees,

fines, penalties and other liability to Company, a user, a third party or you;

- use the Service to make transactions for the purpose of earning rewards, perks, miles, points, etc. with your credit card, debit card, or bank account;
- have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the services;
- use your account or the services in a manner that Company, Visa, MasterCard, American Express or Discover reasonably believe to be an abuse of the credit card system or a violation of credit card association rules;
- allow your HadePay account to have a negative balance; provide yourself a cash advance from your credit card (or help others to do so);
- disclose or distribute another HadePay user's Personal Information to a third party, or use the information for marketing purposes unless you receive the user's express consent to do so;
- send unsolicited email to a user or use the services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with our website or the services;
- take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers;
- use the HadePay Service to test credit card behaviors.

J. Acceptable Use

You agree you will not use the HadePay Services to violate any law, statute, ordinance, or regulation relating to sales of:

- counterfeit goods;

- narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety;
- drug paraphernalia;
- items that encourage, promote, facilitate or instruct others to engage in illegal activity;
- items that promote hate, violence, racial intolerance, or the financial exploitation of a crime;
- items that are considered obscene;
- items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- certain sexually oriented materials or services;
- ammunition, firearms, or certain firearm parts or accessories; or
- certain weapons or knives regulated under applicable law;

You further agree that you will not use the HadePay Services to conduct transactions that:

- show the personal information of third parties in violation of applicable law;
- support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes or certain multi-level marketing programs;
- are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card;
- are for the sale of certain items before the seller has control or possession of the item;
- are by payment processors to collect payments on behalf of merchants;
- are associated with the sale of traveler’s checks or money orders;
- involve currency exchanges or check cashing businesses or digital currencies such as bitcoins;
- provide certain credit repair or debt settlement services involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent;
- are otherwise related to illegal activity, gambling, pornography, obscene material or otherwise objectionable content or activities

Violating applicable laws or industry regulations regarding the sale of:

- tobacco products;
- prescription drugs and devices involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval from Company and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law; or
- provide certain credit repair or debt settlement services involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent.

K. Legal Compliance

You are solely responsible for ensuring that your use of the HadePay Services is in conformance with applicable federal, state and local laws and regulations. By using the HadePay Services, you warrant and represent that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

L. Account Closure, Termination of Service, or Limited Account Access

If we limit or close your account or terminate your use of our Services for any reason, you may contact us and request restoration of access if appropriate. However, if we deem you violated this Agreement, restoration is at our sole discretion.

You may stop using the HadePay Services at any time or may close your accounts by contacting us. Company, in its sole discretion, reserves the right to terminate the HadePay Services, to terminate this Agreement, or to terminate your access to the HadePay Services for any reason and at any time. If we terminate or limit your use of our HadePay Services for any reason, we will use commercially reasonable efforts to provide you with notice of our actions.

M. Policy Violation - User Fines

If Company incurs any damages because you violate our policies, break any laws, or otherwise cause Company to suffer any damages or incur any expenses then we may fine you for each such violation and take legal action against you to recover additional losses, investigation costs, fines, or legal fees we may incur. You acknowledge and agree that a fine of US \$2,500.00 for violations of our Agreement is presently a reasonable minimum estimate of Company's damages, considering all currently existing circumstances, including the relationship of the sum to the range of harm to Company that reasonably could be anticipated and the anticipation that proof of actual damages may be impractical or extremely difficult.

N. Disputes with Company

1. Dispute with Company

If a dispute arises between you and Company, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and Company regarding our services may be reported by emailing us at the following email address: contact@HadePay.com

2. Law and Forum for Disputes; Arbitration

This User Agreement shall be governed in all respects by the laws of the State of Florida, without regard to conflict of law provisions, except to the extent that federal law applies.

ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS USER AGREEMENT MUST BE ASSERTED INDIVIDUALLY IN BINDING ARBITRATION CONDUCTED BY A SINGLE ARBITRATOR WITH EXPERIENCE IN CONSUMER ONLINE PAYMENT SERVICES DISPUTES ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. The forum for arbitration shall be in the city closest to your residence having a federal district courthouse. The arbitrator shall not conduct any form of class or collective arbitration nor

join or consolidate claims by or for individuals. To the extent allowed by applicable law, the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this User Agreement including, but not limited to, any claim that all or any part of this User Agreement is void or voidable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. For any non-frivolous claim, Company will pay the costs of the arbitration (but not your attorney fees), up to \$3,000.

This User Agreement and each of its parts evidence a transaction involving interstate commerce, and the United States Arbitration Act shall apply in all cases and govern the interpretation and enforcement of the arbitration rules and arbitration proceedings.

There are only two exceptions to this agreement to arbitrate. First, if we reasonably believe that you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any court of competent jurisdiction. Second, any claim of \$500 or less may, at the option of the claiming party, be resolved in small claims court in Orlando, Florida if the claim and the parties are within the jurisdiction of the small claims court. For these two exceptions, you agree to submit to the personal jurisdiction of the courts located within Orlando, Florida for the purpose of litigating such claims or disputes.

3. Waiver of Right to Jury; Class Action Waiver

TO THE EXTENT ALLOWED BY LAW, YOU AGREE TO IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY OR OTHER COURT TRIAL (OTHER THAN SMALL CLAIMS COURT) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

O. Disclaimers of Warranty; Damages Exclusions

Unless otherwise prohibited by law, you assume all responsibility for your use of the HadePay Services and use them at your own risk. To the fullest extent permissible under applicable law, all such representations, warranties, guarantees and conditions are disclaimed, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, noninfringement of intellectual property rights, or other terms which might otherwise be implied by statute, common law or in equity. Company does not warrant that the services will be uninterrupted or error-free, that defects will be corrected, or that the services, or the servers that process information for the services, are free of viruses, bugs or other harmful components. On behalf of Company, Covered Third Parties, and each of our respective affiliates, vendors, agents and suppliers, Company makes the following disclaimers set forth in this section: the HadePay Services are provided on an “as is”, “as available” and “with all faults” basis, without any representations, warranties, guarantees, or conditions of any kind, express, implied or statutory, including, but not limited to, any warranty as to the use or operation of the services, or the information, content or other materials related to the services, whether provided by Company, any third party, or any of the Covered Third Parties. Neither Company, nor any third party, nor any of the Covered Third Parties warrant nor make any representations regarding the use or the results of the services in terms of correctness, accuracy, timeliness, reliability, or otherwise. You assume the entire cost of all necessary maintenance, repair, or correction to any equipment you use in accessing any of the services, including, but not limited to, your mobile phone or other device.

COMPANY IS NOT LIABLE FOR THE CONSEQUENCES OF YOU CHOOSING TO SHARE ANY PAYMENT DETAILS ON SOCIAL MEDIA OR WITHIN THE HADEPAY SERVICES, AND YOU AGREE TO HOLD COMPANY HARMLESS AND INDEMNIFY COMPANY FROM ANY LIABILITY arising from the actions or inactions of any external social media network in connection with the permissions you grant to the external social media network.

None of Company, any third party (including, without limitation, the Bank or Shift), or the Covered Third Parties, or any of their respective affiliates, vendors, agents or suppliers will be liable for, and you agree not to seek against any of the

foregoing, any damages of any kind arising from the use of the services, including, but not limited to, indirect, special, incidental, punitive, exemplary, consequential damages or damages resulting from the use of service, loss of use of the service, lost data, lost profits, or business interruption arising out of or in any way connected with the use of the services, any delays in the services, or the inability to use the services, or any portion thereof, whether based on contract, tort, negligence, strict liability or otherwise, even if all or any of us have been advised of the possibility of such damages and even if any remedy fails of its essential purpose.

Company does not have any control over any products or services that are paid for with our services and Company cannot ensure that any party you are dealing with will actually complete the transaction or is authorized to do so.

Company will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Company makes no representations or warranties regarding the amount of time needed to complete processing because Company is dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OF CERTAIN DAMAGES, SO THE ABOVE DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

P. Limitations on Liability

Except as otherwise EXPRESSLY provided in this agreement, and to the extent permissible under applicable law, Company's cumulative liability to you for any claims or damages arising out of or related to your use of the HadePay Services shall not exceed the greater of the fee you paid to Company for the use of the HadePay Services or \$1.00 USD.

Q. Indemnification

You agree to defend, indemnify and hold harmless Company and its parent, affiliates, officers, directors and employees from any claim or demand (including

any damages, losses, expenses and attorneys fees resulting therefrom) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the HadePay Services.

R. Assumption of Rights

If Company makes a payment to you for a claim, reversal or chargeback that you file with us against a recipient of your payment, you agree that Company assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in Company's discretion.

S. Release of Company

If you have a dispute with one or more users relating to payment, Company is not responsible for any such dispute and you hereby release Company (and our officers, directors, agents, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

T. Modification of Terms

We may amend this Agreement at any time by posting a revised version on our website.

U. Survival

In the event of termination of this Agreement or the HadePay Services, the terms in this Agreement that by their nature are continuing shall survive such termination, including but not limited to the disclaimers and limitations of liabilities.

V. Force Majeure

We shall not be liable for any delay or failure in the performance or in delivery or shipment of materials, or for any damages suffered by you by reason of such delay or failures, directly or indirectly caused by or in any manner arising from or connected with acts of God, acts of public enemies, riots, strikes, acts of governmental agencies, labor difficulties, failure of our power, telecommunications or other suppliers, delays in securing or shortages of raw materials, breakdown or destruction of any system or equipment, or any other

cause or causes beyond our control, whether or not similar to those enumerated herein.

W. HadePay Trial Use Acknowledgement

By using this site or any services connected or otherwise found on the site or mobile applications in the calendar year 2018 you acknowledge and knowingly accept the service is being tested and optimized and may experience issues that cause errors, issues, or even complete losses of transactions and payments made between users and merchants. ODP Solutions, Inc assumes no responsibility for partial or complete losses during this four month trial period in September, October, November, and December of 2018. At the time of this writing and launch of HadePay.com services the company believes there are no errors or issues with the software or services that would result in user losses, and is offering services with the belief and understanding that no such issues exist.

X. Security Risk Acknowledgement

As a service provider that consolidates the services of other payment applications, gateways, and money transmitter service providers, we could be exposed to unknown security risks and threats that affect such third party services. ODP Solutions assumes no risk whatsoever from software or services errors, issues, or vulnerabilities that may result in losses while using the services on this site. Furthermore, the blockchain payment processing industry is still in its infancy and assumes greater risk than that of traditional fiat payment processing services. By using this service, you assume full responsibility and acknowledge these risks and the complete payment, transfer, and user losses that could arise from hosting third party payment services and processing blockchain payments.

Y. Miscellaneous

This Agreement and other documents (including but not limited to the Privacy Policy) referenced in or linked to this Agreement, which are hereby incorporated herein and made a part of this Agreement by this reference, contain yours and our entire Agreement regarding your use of the HadePay Services. If any provision of this Agreement is deemed to be illegal or unenforceable, such provision shall be enforced to the extent possible, and any remaining illegality or

unenforceability will not affect the validity or enforceability of any other provisions of this Agreement, which together will be construed as if such illegal or unenforceable provision had not been included in this Agreement. Any legal action arising out of your use of the HadePay Services must be brought within one year after the cause of action has arisen. The section headings in this Agreement are for convenience of reference only and are not to be considered as parts, provisions or interpretations of this Agreement. You may not transfer or assign any rights or obligations you have under this Agreement without Company's prior written consent. Company reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent or similar breaches.