



## General Terms and Conditions

IMPORTANT - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING THESE AGREEMENTS, THEN PRINT THESE TERMS AND CONDITIONS AND STORE THEM ALONG WITH ALL CONFIRMATION E-MAILS, SMS MESSAGES, ADDITIONAL TERMS, TRANSACTION DATA, WEBSITE RULES AND PAYMENT METHODS RELEVANT TO YOUR USE OF THE PLATFORMS AND/OR SERVICES. WE WILL NOT FILE OUR CONTRACT WITH YOU SO PLEASE PRINT IT OUT FOR YOUR RECORDS. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE (AS SET OUT BELOW).

These terms of service (the “**Terms**”) govern your access to and use of YPAYBILLS (“**We**”, “**Us**” or “**Our**”) websites, TruInnovator Technology LLC (“**We**”, “**Us**” or “**Our**”) websites and services (the “**Services**”), so please carefully read them before using the Services.

By using the Services you agree to be bound by these Terms. If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and promising that you have the authority to bind that organization to these terms. In that case, “you” and “your” will refer to that organization.

You may use the Services only in compliance with these Terms. You may use the Services only if you have the power to form a contract with YPAYBILLS and are not barred under any applicable laws from doing so. The Services may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you. We may also remove any content from our Services at our discretion.

You accept to be bound by this contract by clicking on 'Submit' or 'I Agree' or 'Register' and/or by using the Services (as that term is hereinafter defined). After You (as that term is hereinafter defined) click on 'Submit' or 'I Agree' or 'Register' or when You use the Services, a legally binding agreement on these Terms and Conditions is concluded between, (a) You, the end user ('You') and (b) TruInnovator Technology LLC or the end user ('You') and (c) YPAYBILLS.

We provide services at ypaybills.com (together the 'YPAYBILLS Platforms', 'YPAYBILLS Group'), and any other online or mobile platform provided by Us (each individual site being a 'Platform', 'Group') on which You access Our platform, debt, bill or loan payment service ('Services'), as defined below using Your Account.

In the event that You have any complaints, claims or disputes with regard to any outcome regarding the Services or any other activity performed by Us, You should in the first instance contact Us in accordance with

### “NOTICES/COMPLAINTS”

IF THESE AGREEMENTS ARE TRANSLATED INTO ANOTHER LANGUAGE, THE ENGLISH LANGUAGE VERSION WILL PREVAIL IN THE EVENT OF ANY CONFLICT BETWEEN THE TRANSLATION AND THE ENGLISH LANGUAGE VERSION.

Please note that these Terms and Conditions shall prevail in the event of any conflict between these Terms and Conditions and any of the website debt payment services, platforms, conditions or other documents referred to in these Terms and Conditions.

By clicking on 'Submit' or 'I Agree' or 'Register' and accepting these Terms and Conditions, or by using Our Services, You are also acknowledging and accepting these Agreements. Access to and use of Our Services is governed by these Agreements. If You have any questions about these Agreements, We would encourage You to seek independent legal advice.

Your attention is drawn to **Our Terms and Conditions** which describes how We deal with and protect Your personal information. By accepting these Terms and Conditions, You are also acknowledging and accepting the Privacy Policy.



## **BILL, LOAN OR DEBT PAYMENT SERVICES**

The Bill, Loan or Debt payment services are the services provided by Us via the following platforms: ypaybills.com and any other debt payment platforms provided by Us from time to time (all of these together form “debt payment services”)

If You are using or intending to use our Bill, Loan or Debt Payment Services, You must do so in accordance with our Bill, Loan or Debt Payment Services requirements of these Terms and Conditions which applies specifically to the “Bill, Loan or Debt Payment Services”.

## **APPLICABILITY OF AGREEMENTS**

By using Our Services and/or by acknowledging that You have read these Agreements when You ‘Register’ to join and/or by clicking on the ‘Submit’ or ‘I Agree’ button when You install any of the software relating to the Services provided via the Platforms if applicable or when You register for Your Account, You agree to comply with these Agreements, and You acknowledge that Your failure to comply with these Agreements may result in disqualification, the closure of Your Account, forfeiture of funds or credits and/or legal action against You, as appropriate and as further specified in these Agreements. You acknowledge that if You accept these Agreements, We will start providing You with the benefit of the Services immediately. As a consequence of this, if You accept these Agreements when registering for Our Services, You will no longer be able to cancel Your registration, although You can terminate these Agreements and close Your Account in accordance with the “Termination” section.

## **ACCOUNT/REGISTRATION**

### **Account Security**

You are responsible for safeguarding the password that You use to access Our Services and You agree not to disclose Your password to any third party. You are responsible for any activity using Your account, whether or not You authorized that activity. You should immediately notify Us of any unauthorized use of Your account. You acknowledge that if You wish to protect your transactions or personal identifiable information with Us, it is your responsibility to use a secure encrypted connection to communicate with the Services. As well as ensure the devices used by You to access Our platforms are up to date with the latest operating systems patches or with an efficient anti-virus solutions.

### **Additional account registration conditions:**

- 1) To use the Services, You will first need to register for an account with Us. You may access any of Our Services using Your Account and following each condition below. You will not be required to add the following personal identifiable information when registering an account: Social Security Number and Credit Card information. This information will not be stored in any location of our website or services. Note: Credit Card information will be required at the time of payment but this information will be stored through a “Third Party” provider like “PayPal”.
- 2) You can open an account with Us by choosing a unique account name and password and entering other information that We ask for upon Our registration form such as (but not limited to) Your first and last name, address, e-mail, gender, birth date and telephone number (an ‘Account’). You shall ensure that the details provided at registration are accurate and kept up to date. You can change the details You provide at registration or at any time by editing Your Account profile preferences with the exception of your First Name, Last Name and email address. Alternatively, You can contact Us for further information.
- 3) You will acknowledge that the only preferred currency for Your Account payments will only pertain to USD dollars. This is applicable and required to acquire YPB credits or YPB virtual credits or YPB’s, and You acknowledge that these are the virtual credit values are required in order to participate or join any of our groups.
- 4) There are no set-up charges for opening Your Account. We are not a bank and funds are not insured by any government agency. All payments from Your Account must be paid in the currencies available on the Services from time to time and shall not bear interest and You shall ensure that all payments into Your Account are from a payment source for which You are the named account holder. If You are making a payment from Your Account in a currency other than the one accepted, such payment will be made at the Exchange Rates offered by Us at the time of such



payment may be subject to a small conversion fees. It is also possible that a small additional fee may be charged by your credit card company or us depending on their regulation according to online transactions.

5) To be eligible to receive our bill, loan or debt payment service offerings; You will be required to pay 'real money' funds into Your Account by any of the methods specified from time to time by Us. These payments are required in order to acquire and accumulate YPB credits or YPB virtual credits or YPB's into your personal YPB balances in order to be able to participate or join any of our website areas where these are required. Your account will have a balance available of YPB credits or YPB virtual credits or YPB's upon actual receipts of funds paid to Us and/or Our agents. Minimum and maximum limits may be applied to the payments into Your Account, depending upon Your history with Us, the method of payment, and other factors as determined solely by Us. YPB credits or YPB virtual credits or YPB's balance transfers from Your Account to fund another Account will not be allowed under any circumstance for the purposes of using the Services.

6) You cannot request withdrawals from Your Account at any time once the purchase has been confirmed and acknowledged, however please refer to all details within these "Terms and Conditions" for potential exceptions. Although withdrawals are not allowed; you will be eligible to transfer your YPB credits or YPB virtual credits or YPB's to a different group as long as the original group where you added your YPB credits or YPB virtual credits or YPB's has reached the assigned "expiration" date.

7) To use certain Services You may first need to download and install software as provided on the relevant Platform.

8) We are unable to guarantee that the exact amount reflected in Our groups title/description will be paid by Us to your creditor or financial institution if your user account is selected when You are reviewing your monthly statement. Exchange rates conversions or hidden charges by a Bank or Creditor may affect the actual bill, loan or debt payment amount made by Us during a transfer of funds, payments and/or if your Bank or Creditor only accepts a different currency that is not used or accepted by Our website.

9) You will be required to specify a PIN number under your account profile to Us if You are the user that selected the box with Our Logo once all boxes are selected within the group when We contact You. It is important that you keep this PIN number secret because if You selected the right box with Our Logo once all boxes are selected within the group; You will be notified to have a portion of a bill, debt or loan paid by Us but You will then be asked for this PIN number in order to validate the portion of your bill, loan or debt payment. If the correct PIN number is not provided; then We will have the right to withhold the funds used to pay your bill, loan or debt. When We contact You asking for the PIN number, please DO NOT provide this PIN number to Us until Our agent provides you with the Transaction ID number sent to Your account by email first. This will prevent any type of fraud or invalid calls to You from any individual requesting to obtain your PIN.

10) In order to participate or join our groups You must first meet the age requirement listed under the '**LEGALITY OF USE OF THE SERVICES**' section, and You must own a loan or debt to a creditor or a financial institution, and/or have plan to own a loan or a debt with a creditor or a financial institution in order to participate or join the services provided by Us.

11) You will be required to meet our password conditions when opening an account with Us. These conditions are listed as follows:

- The password must have at least 8 characters
- It should contain at least one number or a special character
- It should contain at least one lower case.
- It should contain at least one upper case.

#### **TRUE IDENTITY AND ONE ACCOUNT**

The name on Your Account profile must match Your true and legal name and identity and the name must match the name as it appears to Your creditor or loan. To verify Your identity, We reserve the right to request satisfactory proof of identity (including but not limited to copies of a valid passport/identity card and/or any statements used) and satisfactory proof of address (including but not limited to a recent utility payment, credit card, loan, debt, collection or bank statement) at any time. Failure to supply such documentation may result in suspension of the Account or withholding of a payment to your creditor. You may not hold more than one (1) Account in connection with Your use



of the Platforms. If You have more than one (1) Account or Accounts in different names, then You must contact Us immediately to have Your Accounts managed so that You only have one (1) Account. We reserve the right to close Your Account(s) if You open multiple Accounts. Should We have reasonable grounds to believe that multiple Accounts have been opened with the intention to defraud the company, We reserve the right to cancel any transaction related to said fraud attempt. As a result, We will have the right to repossess any funds, awards or credits associated to the fraudulent account at any time. If You have lost Your Account name or password, please contact Us for a replacement.

You will not be required to add Personal Identifiable Information such as "Social Security Numbers" or any information related to account numbers pertaining to any financial institution, creditor, etc. on our website to help keep your information protected. If you were notified to have a portion of your bill, loan or debt paid due to your participation in our groups; You will be contacted by us to confirm valid transaction ID, name of institution or creditor that should be receiving Our payment on Your behalf and their address.

**WARNING:** Do not provide these details to anyone that has contacted You. Our representative should provide you with Your transaction ID first that was sent to Your email address listed under your profile prior to requesting proof of Your information. Once the transaction ID is confirmed; You will then be required to provide this proof and Your PIN number to complete the process. When providing us with proof you may also give us a copy of your payment stub. This payment stub should assure that your address is not visible, it should display your name and your name should match the name listed under your profile in our website, it should not show the entire account number with the exception of the last 4 digits, it should display the total balance owed by You, it should indicate the address of your creditor or financial institution, it should display the payment due date and this date should not be more than two months old from our first contact date, and it should display to whom the check sent by Us on your behalf needs to be "Payable To". This information will be sufficient will be sufficient to complete the process. The "Frequently asked Questions" or FAQ section on our website should be used to review a screenshot sample of the proof required by Us during this process.

#### **Additional details of proof required to complete Our Bill, Loan or Debt Payment Service:**

If Your account was the one selected according to our group participation as the account who may have a portion of a bill, loan or debt paid for that particular group where You have participated or joined and added YPB credits or YPB virtual credits or YPB's; We may request at any time for You to provide a Copy, Photo, or any type of proof of the amount owed to Your (creditor or a financial institution) in order to claim your bill, loan or debt payment sent by YPAYBILLS on your behalf. If We do not receive this proof by mail or email then We will be eligible to withhold the funds that apply to a bill payment of the group where Your account was the one selected in the group where you had participated. This proof does not need to show or include your address, individual transactions, etc. However We would or may require to see a portion of Your statement that shows Your name matching the name under Your account profile specified in Our website, it should include a value owed greater than the portion value of bill, loan or debt payment specified in Our group where Your account was selected or the amount shown in the Transaction ID notice, it should show the Name of Your (creditor or a financial institution), the address of Your (creditor or a financial institution) where We will be sending a payment on Your behalf, You must show who it should be "Payable To", and the last 4 digits of an account number to link the payment We will be sending on Your behalf. It should show you payment due date and this date should not be older than 2 months since the first date we contact you with the Transaction ID. We will be shredding any copies/proof provided by You once our payment has been sent to Your (creditor or a financial institution). We will NOT hold any of the documentation provided by You as proof for a period longer than 24 hours after it has been confirmed according to the requirements listed in these terms.

#### **YOUR USE OF THE SERVICES**

In the interests of ensuring fairness, We may take any measures as we deem appropriate in order to create and/or assure a fair and balanced environment.

We reserve the right to suspend, modify, remove and/or add to any of the Services in Our sole discretion with immediate effect and without notice and We will not be liable for any such action.

We forbid the use of all unfair practices when using the Services. We do this to protect Our customers and the integrity of the Services. If any customer is found to be participating in any form of collusion or other activities that We



consider to constitute cheating, his or her account may be permanently closed and any balance may be at risk of forfeiture or withholding.

We forbid the posting of any prohibited Third-Party Content (as that term is hereinafter defined) on any of Our Platforms (including Social Media pages).

We reserve the right to suspend Your use of certain Services provided by Us, Our Platforms or any participation on our Platforms from time to time.

No communications or information published on the Services is intended to constitute legal or tax advice and we accept no liability for any reliance on such content.

Your use of the Services is for Your personal use only. You may not use the Services for any commercial purpose.

### **ELECTRONIC SERVICES PROVIDER**

In order to use the Services, You will be required to make payments to Us, and may be not eligible to receive your money back from Us. We may return your payments if a group in which you have participated or joined has been cancelled or removed. The money You may eligible to receive will only equal the amount You paid for YPB credits or YPB virtual credits or YPB's and not for the amount specified in Our group that would have been paid to your (creditor or financial institution) when a cancellation occurs. This return can only be determined by Us when the cancellation conditions specified in this section is applicable. We may use third-party electronic payment processors and/or financial institutions ('ESPs') to process such financial transactions. You irrevocably authorize Us, as necessary, to instruct such ESPs to handle Account payments and withdrawals from Your Account and You irrevocably agree that We may give such instructions on Your behalf in accordance with Your requests as submitted using the relevant feature on Our Platforms. You agree to be bound by the Terms and Conditions of use of each applicable ESP. In the event of conflict between these Agreements and the ESP's Terms and Conditions, these Agreements shall prevail.

### **NO GROUP EMPLOYEES, AFFILIATES, ANALYST, SPONSORS OR PROHIBITED USERS**

If You are an officer, director, employee, consultant or agent of YPAYBILLS or TruInnovator Technology LLC or one of its direct or indirect subsidiaries; a supplier, sponsor or vendor of the Group; an analyst involved in the creation, organization or execution of an event or group on which We accept virtual credit purchases, You are not permitted to register for an Account with Us or to use directly or indirectly any of the Services (each are considered an 'Unauthorized User'), other than in the course of Your employment as a Group employee. 'Unauthorized Users' are also those users that have had their account closed from using any of the services provided on our website due to inappropriate usage. As a result, all accounts considered as 'Unauthorized Users' will not be allowed to have any relatives of the 'Unauthorized Users' to register accounts with Us or to use directly or indirectly any of the Services. For these purposes, the term 'relative' shall include (but not be limited to) any of a spouse, partner, parent, child or sibling.

### **COPYRIGHT, PATENTS AND TRADEMARKS**

The terms YPAYBILLS, YPB, YPB's, YPB credits, YPB Virtual Credits, ypaybills website or TruInnovator Technology LLC Group or any other marks used by the Group are the copyrights, patents, trademarks, service marks and/or trade names of the Group or one of its subsidiaries or associated companies or its licensors. Further, all other material used by Group, including but not limited to the software, images, pictures, graphics, photographs, animations, videos, music, audio, text (and any intellectual property rights in and to any of the same) is owned by the Group or one of its subsidiaries or associated group companies and/or licensors and is protected by copyright, patents, trademarks and/or other intellectual property rights. You obtain no rights in such copyright material or patents or trademarks or service marks and must not use them without the Group's written permission.

### **YPB credits or YPB virtual credits or YPB's Bonus**





We may from time to time offer You complimentary YPB credits or YPB virtual credits or YPB's bonus amounts to be credited by Us into Your Account (' YPB credits or YPB virtual credits or YPB's Balance (es)') or into our YPB (participation or "Join") groups. Such YPB credits or YPB virtual credits or YPB's bonuses may only be used in relation to Our services as may be specified only when the YPB credits or YPB virtual credits or YPB's bonus is offered to You. Acceptance of any YPB credits or YPB virtual credits or YPB's bonus shall be in accordance with additional Terms and Conditions We may make available to You in respect of each such YPB credits or YPB virtual credits or YPB's bonus offering and, if none, then in accordance with Our Terms and Conditions , and YPB credits or YPB virtual credits or YPB's bonus release restrictions contained in the relevant offer. Offers may be used only ONCE unless otherwise specified. You are not entitled to withdraw any YPB credits or YPB virtual credits or YPB's bonus amounts.

## **WITHDRAWALS**

Your account balance is not an amount of real currency. Instead it is a balance made up of YPB credits or YPB virtual credits or YPB's held under Your Account (if any), and these credits can only be purchased by using real money defined in these Terms and Conditions. You will not be able to request a withdrawal of your YPB credits or YPB virtual credits or YPB's purchases once a purchase has been confirmed and acknowledged by Us.

We will also have the right to charge You additional fees (of any value determined by Us), subtract YPB credits or YPB virtual credits or YPB's from your balance and/or any amounts forfeited or reclaimed by Us due to any known or suspected fraud or due to payments or other transactions rejected or cancelled by Your bank or any relevant third-party (whether as a result of insufficient funds, charge-backs or otherwise), any Inactive Account Fees or any sums which are otherwise deductible or forfeited under these Agreements.

You may contact Us to request a withdrawal, however We have the right to reject any type of request as deemed in previous paragraph because all purchases are considered as final. If for any reason We consider Your withdrawal request as an exception due valid reasons; acceptance of a withdrawal request is subject to any payment method restrictions, and/or Security Reviews and any other terms within these Agreements. All amounts You withdraw are subject to the transaction limits and any processing fees for payments and withdrawal methods, but these fees will be notified by Us to You before any withdrawal if the reason You provided is considered to be valid.

You agree that the maximum amount that You may withdraw is subject to the above conditions and/or other sections within these terms and must be equal to or be less than the conversion of your active YPB credits or YPB virtual credits or YPB's balance to USD dollars according to the YPB credits or YPB virtual credits or YPB's balance available under Your account at the date/time of the original request.

Withdrawal request cannot be transferred, substituted or redeemed for any other type of award. Payment of funds which You withdraw shall be made by check, wire transfer, credit card, gift cards and/or any other manner which We select in Our sole discretion, and as long as the refund request is not affected by any condition listed within these terms.

Payments of withdrawals if applicable will be made as soon as reasonably possible (subject to up to ten business days for internal processing time), although there may be delays due to any Security Review undertaken by Us and where We hold any such payments in accordance with these Agreements.

All Payments made by bank transfer in EUR within the SEPA region will be processed in accordance with the SEPA criteria. This means that both the remitter and the receiver will be charged regular domestic fees, transfer fees or Exchange conversion fees for the transaction by their respective banks, even if the transfer takes place between two different countries within the SEPA region. For all other transfers, You shall be responsible for any further transfer charges thereafter.



If for any reason; You owe Us “YPAYBILLS” or “TruInnovator Technology LLC” transfer fees, domestic fees or Exchange conversion fees due to a withdrawal then You will not be allowed to use Our services till these fees have been paid back to Us in a timely manner. We will be making a decision to renew Your access depending on how these fees were handled and/or paid at Your end.

#### **INACTIVE ACCOUNT FEES AND ABANDONMENT OF ACCOUNTS**

If You do not access Your Account by 'logging on' to Your Account using Your Account name and password and either (a) purchase YPB credits or YPB virtual credits or YPB's, or b) Or add credits from your YPB balance to any of our Groups, or (c) make a payment as applicable, for any consecutive period of 180 days, then after those 180 days (the 'Grace Period' of 30 days initiates) Your Account (and any related account with any YPB credits or YPB virtual credits or YPB's balance) will be deemed 'Inactive'.

Once Your Account has been deemed Inactive after the 30 day Grace period; We will be entitled to reduce your balance to a value of “0” YPB credits or YPB virtual credits or YPB's. If We continue to deem Your Account as Inactive for a period of 150 days after the Grace period has initiated; in order to safeguard Your personal YPB credits or YPB virtual credits or YPB's balance, We may close Your Account.

We will deem your account as an active Account if Your Account is re-activated by You once You have accessed our website, joined or participated in any YPB Group, or purchased additional YPB credits or YPB virtual credits or YPB's.

#### **THIRD-PARTY CONTENT**

Abusive or offensive language will not be tolerated on Our chat boards, Our Social Media pages by You in any of Our Platforms or with any of Our Groups staff. In addition, You are not entitled to make untrue and/or malicious and/or damaging comments with regard to the Our Group's operation in any media or forum.

In accordance with other sections of Our terms and conditions Your Account may meet the conditions to be deactivated if We reject or delete any text, files, images, photos, video, sounds, or any other materials ('Third-Party Content') posted by You on any of Our Platforms which in Our sole opinion breaches the term.

Any violation of these conditions may result in removal of the Third-Party Content, a suspension of Your use of the Services We provide and/or such other action as may be reasonably required by Us to ensure compliance.

#### **DISCLOSURE OF ACCOUNT NAME AND PASSWORD**

The Account name and password selected when You apply for membership should not be disclosed to any third party. You are solely responsible for the security of Your Account name, PIN number and password.

You agree to keep Your Account name, username, PIN number, passwords secret and confidential and not to allow anyone else to use it. Every person who identifies themselves by entering a correct username, PIN number and/or password is assumed by Us to be the rightful Account holder name or username, and all transactions where the username, PIN number and password have been entered correctly will be regarded as valid. In no event will We be liable for any loss You suffer as a result of any unauthorized use or misuse of Your log-in details. We shall not be required to maintain Account names or passwords. If You have lost Your Account name, username, PIN number or password, please contact Us for a replacement. If You misplace, forget, or lose Your Account name, username, PIN number or password as a result of anything other than Our error, We shall not be liable.

#### **FRAUDULENT ACTIVITIES, PROHIBITED TRANSACTIONS AND FAILED PAYMENTS**



We have a zero-tolerance policy towards inappropriate participation and fraudulent activity. If, in Our sole determination, You are found to have cheated or attempted to defraud Us and/or the Group or any other use of any of the Services in any way, including but not limited to logic manipulation or payment fraud, manipulation of the multi-currency facilities, adding or removing YPB credits or YPB virtual credits or YPB's on all possible outcomes of a groups or event or if We suspect You of fraudulent payment, including use of stolen credit cards, or any other fraudulent activity (including but not limited to any chargeback or other reversal of a payment) or prohibited transaction (including but not limited to money laundering) or if Your payments failed to be honored by Your bank or creditor for any reason, We reserve the right to suspend and/or close Your Account and recover bad debts using whichever method may lawfully be available to Us including, but not limited to, (a) debiting the amount owed by You from Your Account; and (b) instructing third-party collections agencies to collect the debt. This may have a detrimental impact on Your credit rating and will require Us to share Your personal information (including Your identity) with appropriate agencies and to report any criminal or suspicious activities to the appropriate authorities.

We reserve the right to void and withhold any or all purchases made by any person or group of Users and to void and withhold any YPB credits or YPB virtual credits or YPB's gained by any User or group of Users where We have reasonable grounds to believe that User or group of Users is acting or has acted in liaison in an attempt to defraud or damage Us and/or the Group and/or the Services and/or the Platforms in any way.

In the interests of data protection, security and avoidance of fraud We do not permit use of any communication channels included within the Services and/or the Platforms (including but not limited to social media forums) to offer or promote any offers, products and services (whether Yours or a third party's). You are expressly prohibited from posting information or contacting Our customers to offer or promote any offers, products or services.

With regard to Our YPB Groups, in the event that We suspect there has been any manipulation that creates any unfairness, or any other event manipulation, We reserve the right, in Our sole discretion, to (a) suspend the offering of any event, selection, group or series of events in any of our markets or group categories; and (b) delay and/or withhold payment on any event, selection or series of events or selections in any of our markets until the integrity of such event, selection or series of events or selections or groups has been investigated by Our internal analysis teams.

In the event that the appropriate YPayBills, TruInnovator Technology LLC, or legal governing bodies confirm that active event, group or selection manipulation has taken place on any event, selection or group, or series of events, selection or groups, We reserve the right, in our absolute discretion, to suspend any groups participation, group "join", bill payments, debt payments, loan payments, or awards on such events, selection or groups.

## **ERRORS**

You must inform Us as soon as You become aware of any errors with respect to Your Account or any calculations with respect to any YPB credits or YPB virtual credits or YPB's purchases, YPB credits or YPB virtual credits or YPB's additions, YPB Group participation, Group "Join" or YPB bill, debt, loan or award selections. In the event of such error or any system failure or group error (a divergence from the normal functioning of the website logic for whatever reason) that results in an error in any invalid calculation, charges, fees, credits, bonuses or awards or any other invalid event as applicable, ('Error') We will seek to place all parties directly affected by such Error in the position they were in before the Error occurred. We reserve the right to declare null and void any YPB credits or YPB virtual credits or YPB's additions to a group, YPB user group user selections or YPB credits or YPB virtual credits or YPB's purchases that were the subject of such Error and to take any bill, debt or loan payments, awards, user selections or YPB credits or YPB virtual credits or YPB's balances away from Your Account relating to the relevant YPB credits or YPB virtual credits or YPB's additions to a group, YPB user selections per group or YPB credits or YPB virtual credits or YPB's purchases, if there are insufficient funds in Your Account, We may demand that You pay Us the relevant outstanding amount relating to these YPB credits or YPB virtual credits or YPB's additions to a group





or YPB credits or YPB virtual credits or YPB's purchases. In all circumstances whereby We (in Our sole discretion) determine an Error has been used to gain an unfair advantage.

## SECURITY REVIEW

To maintain a high level of security and integrity in the system, We reserve the right to conduct a security reviews at any time to validate Your identity, age, the registration data provided by You, to verify Your use of the Services, including but not limited to Your compliance with these Agreements and the policies of Our Groups, Our organization and Your financial transactions carried out via Our Services for potential breach of these Agreements and of applicable law (a 'Security Review'). As such You authorize Us and Our agents to make any inquiries of You and for Us to use and disclose to any third party We consider necessary to validate the information You provide to Us or should provide to Us in accordance with these Agreements, including but not limited to, ordering a credit report and/or otherwise verifying the information against third-party databases. In addition, to facilitate these Security Reviews, You agree to provide such information or documentation as We, in Our unfettered discretion, may request.

## FORFEITURE & ACCOUNT CLOSURE

WE RESERVE THE RIGHT, IN OUR UNFETTERED DISCRETION AND IN RELATION TO YOUR ACCOUNT, ANY ACCOUNTS YOU MAY HAVE WITH OTHER SITES AND/OR SERVICES OWNED OR OPERATED BY OR ON BEHALF OF THE GROUP OR US AND, IN THE CASE OF YOUR USE OF OUR SERVICES, WITHHOLD YOUR ACCOUNT BALANCE, SUSPEND YOUR ACCOUNT, AND RECOVER OR WITHHOLD FROM SUCH ACCOUNT THE AMOUNT OF ANY AFFECTED BILL, LOAN OR DEBT PAYMENTS IF:

- You are in material breach of any of these Agreements;
- We become aware that You have used or attempted to use the Services for the purposes of fraud, collusion (including in relation to charge-backs) or unlawful or improper activity (including without limitation, any manipulation of the currency facilities);
- We become aware that You have participated in any other sites or services and are suspected
  - You have 'charged back' or denied any of the purchases or payments that You made to Your Account; or
  - You become bankrupt or analogous proceedings occur anywhere in the world.

## TERMINATION

You are entitled to close Your Account and terminate these Agreements at any time. However any purchases of YPB credits or YPB virtual credits or YPB's that remains in your balance may not be refunded.

You may contact Us by sending a letter, email or telephoning Us using the details at our 'Contact Us' section to request a refund based on conversion determined by Us from virtual credits to actual value but dependant on other condition listed within these terms and conditions. This refund is subject to fees due to administrative requirements or penalties determined by Us but as specified in other sections of these "Terms and Conditions" We will not refund any credits purchased at any time. You can still contact Us providing an explanation or reasons for Your request, but a final decision will be made by Us for approval if the reason is considered valid.

We will respond within a reasonable time provided that You continue to assume responsibility for all activity on Your Account until such closure has been implemented by Us.

We take responsible interaction with Our services seriously. If You would like Us to close Your Account responsibly to avoid inappropriate activity on Your Account, please contact Us at **customersupport@ypaybills.com** stating the request and We will endeavor to close Your Account as soon as reasonably possible.



Without limitation to these Terms and Conditions, We are entitled to terminate these Agreements on seven (7) days notice (or attempted notice) to You at the e-mail address You have provided to Us. In the event of termination by Us, We shall give notice of the termination to You via e-mail and, or any other communication method available to Us. Termination pursuant due to these Terms and Conditions defined by Us will lead to any bill, loan or debt payments or YPB credits or YPB virtual credits or YPB's under Your Account to be non-refundable and deemed forfeited.

#### **BILL, LOAN OR DEBT PAYMENT SERVICE PROCESS**

YOU AGREE THAT YOU WILL ONLY USE THE SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET OUT IN THE AGREEMENTS. YOU WILL COMPENSATE US IN FULL FOR ANY LOSSES OR COSTS (INCLUDING REASONABLE LEGAL FEES) WHICH WE (OR ANY MEMBER OF OUR GROUP) INCURS ARISING FROM ANY BREACH BY YOU OF THESE AGREEMENTS.

#### **LIMITATIONS AND EXCLUSIONS**

YOUR ACCESS TO OUR PLATFORMS, DOWNLOAD OF ANY OUR SOFTWARE RELATING TO THE SERVICES FROM THE PLATFORMS AND USE OF THE SERVICES OR ANY INFORMATION WE MAY PROVIDE IN CONNECTION WITH YOUR USE OF THE SERVICES IS AT YOUR SOLE OPTION, DISCRETION AND RISK. WE SHALL NOT BE LIABLE FOR ANY MALFUNCTIONS OF THE COMPUTER PROGRAMS RELATING TO THE SERVICES WE MAKE AVAILABLE FROM OUR PLATFORMS, ERRORS AS DESCRIBED IN THESE TERMS AND CONDITIONS, BUGS OR VIRUSES RESULTING IN LOST DATA OR ANY OTHER DAMAGE TO YOUR COMPUTER EQUIPMENT, MOBILE PHONE OR MOBILE DEVICE, OR SOFTWARE. FURTHERMORE, WE SHALL NOT BE LIABLE FOR ANY ATTEMPTS BY YOU TO USE THE SERVICES BY METHODS, MEANS OR WAYS NOT INTENDED BY US. WE ARE NOT REQUIRED TO PROVIDE REDUNDANT OR BACK-UP NETWORKS AND/OR SYSTEMS.

WE WILL PROVIDE THE SERVICES WITH REASONABLE SKILL AND CARE AND SUBSTANTIALLY AS DESCRIBED IN THE AGREEMENTS. WE DO NOT MAKE ANY OTHER PROMISES OR WARRANTIES ABOUT THE SERVICES.

OUR MAXIMUM LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THESE AGREEMENTS OR YOUR USE OF THE SERVICES OR THE COMPUTER PROGRAMS RELATING TO THE SERVICES WE MAKE AVAILABLE FROM THE PLATFORMS, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE LIMITED IN ANY TWELVE (12) MONTH PERIOD TO THE AMOUNT, IF ANY, YOU HAVE PAID FROM YOUR ACCOUNT ON THE PURCHASE OF YPB CREDIT OR YPB VIRTUAL CREDIT OR YPB's PURCHASES AND/OR FEES, AS APPLICABLE, IN THE SAME TWELVE (12) MONTH PERIOD AND IN RELATION TO THE SERVICE RELEVANT TO WHICH THE LIABILITY IN QUESTION HAS ARISEN.

THE GROUP (INCLUDING ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) WILL NOT BE LIABLE TO YOU IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY BUSINESS LOSSES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, PROFITS, REVENUE, BUSINESS, OPPORTUNITY, GOODWILL, REPUTATION OR BUSINESS INTERRUPTION, LATE PAYMENT FEES OR FOR ANY LOSSES WHICH ARE NOT CURRENTLY FORESEEABLE BY OUR GROUP ARISING OUT OF THESE AGREEMENTS OR YOUR USE OF THE SERVICES.

NOTHING IN THESE AGREEMENTS WILL OPERATE SO AS TO EXCLUDE ANY LIABILITY WE MAY HAVE IN RESPECT OF EITHER FRAUD, OR DEATH, OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE.

#### **NOTICES/COMPLAINTS**

If You have any complaints, claims or disputes with regard to any outcome regarding Our Services or any other activity, You must submit Your complaint to Us in writing as soon as is reasonably practicable following the date of



the original transaction to which the claim or dispute refers. Complaints may be submitted by contacting our Customer Service team at **customersupport@ypaybills.com**. Any notice We give to You (save as otherwise set out herein) will be sent to the e-mail address that You provide when You register Your Account. It is Your responsibility to give Us notice of any changes to this address or by adding a secondary email address that is valid under the 'Update Profile' section in Our website and to regularly check Your e-mail account for e-mails from Us.

You will not be eligible to complain for any late payment fees accrued at your end. We advise all of our users to continue submitting their monthly bill payments on-time to prevent any penalties. Our payment process is not immediate as it requires multiple users to participate in the same group, it requires us contacting the user who selected the box with our company logo in the group and confirming account details in order to submit a payment by us on behalf of the user selected. Due to this lengthy process we advise all users to continue submitting their required payment to their creditor or financial institution as required to avoid their potential penalties.

## **DATA PROTECTION**

We may share Your personal data or email with any of its agents who may only use such data for strictly the same purposes as We shall specify and within the terms of these Agreements. We shall use Your personal data or email in accordance with the Privacy details defined in these Terms and Conditions. Where We enter into a partnership with a third party whereby they carry out certain functions for Us or We operate under the brand of a third party, We may share and/or transfer your Personal Information or email and any other data relating to your use of Our Services with such third party. By using Our Services and agreeing to these terms you hereby give your consent, for the purposes of all and any applicable data protection legislation and associated regulations, for Us to share and/or transfer this information and personal data to such third parties. Where We enter into a partnership with a third party whereby they carry out certain functions for Us or We operate under the brand of a third party, We may share and/or transfer your Personal Information or email and any other data relating to your use of Our Services with such third party. By using the Services and agreeing to these terms You hereby give Your consent, for the purposes of all and any applicable data protection legislation and associated regulations, for Us to share and/or transfer this information and personal data to such third parties.

You should assume that all use of Our website, and e-mails, SMS and telephone calls between You and Us will be recorded. These recordings will be Our property and may be used as evidence in the event of any dispute or to improve customer services.

## **GOVERNING LAW**

These Agreements shall be governed by and construed in accordance with the laws of El Salvador for International users and/or the State of Virginia in the United States of America for users within the United States. You irrevocably agree to submit to the exclusive jurisdiction of the courts of El Salvador and/or the State of Virginia in the United States of America for settlement of any disputes or matters arising out of or concerning these Agreements or their enforceability. If any part of these Agreements is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity of the remainder of the Agreements, which shall remain valid and enforceable according to their terms.

## **ASSIGNMENT**

We reserve the right to transfer, assign, sublicense or pledge these Agreements, in whole or in part, to any person (but without Your consent) without notice, provided that any such assignment will be on the same terms or terms that are no less advantageous to You. You may not assign, sublicense or otherwise transfer in any manner whatsoever any of Your rights or obligations under these Agreements.

## **THIRD-PARTY RIGHTS**



Except insofar as these Agreements expressly provide that a third party may in their own right enforce a term of these Agreements, a person who is not a party to these Agreements has no right under local law or statute to rely upon or enforce any term of these Agreements but this does not affect any right or remedy of a third party which exists or is available other than under local law or statute.

For the avoidance of doubt, each member of the Group is an intended third-party beneficiary of these Agreements.

## **ENTIRE AGREEMENT, MODIFICATION AND AMENDMENTS**

You fully understand and agree to be bound by these Agreements and as modified and/or amended by Us from time to time. We may amend these Agreements at any time either by e-mailing or SMS messaging You notification of the new terms and/or by publishing the modified Agreement(s) on the relevant page of Our Platforms or any place through which You access o Our Services. Any such modification will take effect within thirty (30) days of publication. If any modification is unacceptable to You, Your only resource is to terminate these Agreements. Your continued use of the Services following notification or as the case may be such thirty (30) day period will be deemed binding acceptance of the modification. It is Your sole responsibility to review these Agreements and any amendments each time You participate and/or use Our website and/or Our services. These Agreements and the documents referred to herein represent the complete and final agreement between You and Us in relation to these agreements and supersede any and all prior agreements between You and Us.

## **YPAYBILLS BILL, LOAN OR DEBT PAYMENT SERVICES**

The following terms apply only to Your use of the YPAYBILLS Bill, Loan or Debt Payment Services. Please note that in the event of any conflict between the following sections and these these Terms and Conditions, this section shall prevail to the extent that it applies to Your use of the YPAYBILLS Bill, Loan or Debt payment Services.

### **1) General Services**

You acknowledge that if your account was selected as one eligible to have Our Bill, Loan or Debt payment service to pay one of you Bills, Loans or debt; that this payment provided by Us will only cover a portion of your Bill, Loan or debt, and this payment will not cover the entire amount owed by You. You also acknowledge that it is required for You to continue to pay Your monthly bills to prevent any "Late Fees" or "credit" penalties from Your financial institution even if You were notified by Us that a payment will be sent by Us on Your behalf since Our payments sent to a users financial institution or creditor may not be immediate due to processing time and all the communication required by Us and detailed within these terms and conditions.

You acknowledge that only one user per group may be eligible to have a portion of their Bill, Loan or Debt paid. You understand that this user may even be yourself. You also acknowledge that only users participating or joining the same group may potentially be eligible to have a portion of their Bill, Loan or Debt paid by YPAYBILLS. However, you acknowledge that this may only occur if all users participating or joining the group have purchased our credits, have added required credits to a particular group where the users would like to participate or join, have selected a box within the group, have allowed sufficient time for the group to reach a completion status or have allowed sufficient time for all boxes within the group to be selected by two or more users, and you acknowledge that once the group reaches a completion status or all boxes within the group have been selected by one or more users that only one user within the group may be eligible to have a portion of their Loan, Bill or Debt paid by YPAYBILLS if the box that the user selected contains our YPAYBILLS logo with the lifesaver once all boxes have been selected in a group.

### **2) Rules and Procedures of the YPB Bill, Loan or Debt payment Group/s Services**



You must use the YPAYBILLS Bill, Loan or Debt payment Services in accordance with the generally accepted participation rules set out in Our YPAYBILLS Bill, Loan or Debt payment Services Rules, Our terms and conditions, and any other page that specifically relates to and governs any particular YPAYBILLS group and/or groups ('Rules'). We advise You to read all of these Rules carefully.

### 3) YPAYBILLS Bill, Loan or Debt Payment Terms

We reserve the right to use YPB initials as an abbreviation to indicate YPAYBILLS virtual credits or (YPB credits or YPB virtual credits or YPB's) in order to participate or join any of our group categories. We will at any time maintain a Help section on the YPAYBILLS website providing information about participating or joining our group's categories types and terms used. We advise You to familiarize Yourself with the exact details on how to add YPB credits or YPB virtual credits or YPB's to our groups before any interaction with our group categories to assure that if You met all the criteria's to be potentially eligible to have a portion of your Bill, Loan or Debt paid, and only if You correctly selected the correct box with our Logo with the lifesaver then a bill, loan or debt payment according to the details specified in the group where You have participated or joined will be sent to the appropriate financial institution on your behalf. Our methodology provides each user with the ability to **participate** as many times as they like in each of our groups. Users have **no limitations** when it comes to the amount of times they can participate or join a group by adding the required YPB credits or YPB virtual credits or YPB's. In order to participate or join our groups two "2" or more users are required per each of our groups. We advise You to read all of this information carefully.

### 4) Box Selections

All users participating in a group will be allowed to select a single box within a group. A box selection will be allowed only once per group participation and no changes to this box selection can be made once the final selection a user has chosen has been confirmed. User will be prompted during the selection process that no changes can be made to their original selection.

### 5) Limits on Bill, Loan or Debt Payment Service

The limit of bill, loan or debt payment of our Bill, Loan or Debt payment service is equal to the amount specified on the title of the group where You have participated or joined by adding the minimum required YPB credits or YPB virtual credits or YPB's to the group. However, this service is subject to any potential transaction fees, conversion penalties since the currency is applicable to US dollars only, due to International wire fees if applicable, or even when the amount to be paid is higher than the value You owe to your creditor or financial institution. We will do our best to assure that the highest maximum value of the payment service provided to a user is closely met as specified when We submit a payment for You. Proof of your debt will or may be required as specified in other areas of these terms, and your debt must be equal to or higher than the amount that will be paid by us on your behalf. If the amount is lower; We are eligible to pay the amount owed by You to the lender, creditor or financial institution that holds your debt and We may be eligible to keep the difference.

**Users have an opportunity to potentially be eligible for selection on more than one Bill, Loan or Debt payment at a time if participating or if joining multiple groups within our services, but users can only participate or join up to 50 different groups at the same time or up to 50 times if participating more than once in each group depending on which value is reached first, however each user can participate or join the same group by making virtual credit additions without limitations**, as long as We can confirm no manipulation has been done by You in regards to how Our services functionality. If an illegal procedure is determined or suspected; then We have the right to withhold all of Your selection or group bill payment notifications in multiple groups until the investigation has been completed at Our end or indefinitely per these





terms. A user can participate or join other groups if any of the groups where they have previously participated has reached 100% participation or a complete status.

Bill, Loan or Debt payment values provided by YPAYBILLS Bill, Loan or Debt payment services are also subject to having a reduction of 1.00 dollar if approved by a You when You are notified as being the user to have a portion of you Bill, Loan or Debt paid. This value will be collected and accumulated as a donation by Us in order to donate a final amount on Our behalf to a non-profit foundation or charity determined by Us in order to help others in need.

#### 6) User selection within a group

We have developed a unique system that allows multiple users to participate or join a particular group. All users participating or joining a group must select a box within each group when the minimum amount of credits has been added according to the requirements of a group. One of the boxes within the group will contain our company logo with a lifesaver. All boxes will be revealed only when the group reaches a completion status or when all boxes within the group have been selected, **and these will be revealed through an email notification. This email notification will inform the users if the box contained or did not contain Our company logo.** Only one user will be eligible to be selected to have a portion of their Bill, Loan or Debt paid per group but only if that user selected the box with our logo with a lifesaver once they are all revealed after reaching a completion status or when all boxes within a group have been selected.

All Users are presented with an equal opportunity to select a box within a group when participating or joining a group. Our groups require 2 or more users to participate or to join, however a single user is allowed multiple opportunities per group to add additional YPB'S to the group in order to increase their percentage of selection.

#### 7) Accuracy of User Selection

We have consistently tested and validated our user selection process to assure highest level of fairness between all Users using our services. We encourage You to report any type of discrepancies to Us immediately since Our goal is to assure your satisfaction as Our customers.

#### 8) Acceptance and Validation of Terms

Your payments to Us must be made via the YPAYBILLS Bill, Loan or Debt payment Services platforms or TruInnovator Technologies LLC platforms in order to acquire YPB credits or YPB virtual credits or YPB's into your YPB personal balance. You will only be eligible to purchase a maximum of \$4,000.00 of YPB credits or YPB virtual credits or YPB's per day. Any additional request to purchase over \$4,000.00 of YPB credits or YPB virtual credits or YPB's in a single day will be denied.

Your YPB additions to participate or join a group are deemed to be valid following confirmation of acceptance from Our remote servers. **A YPB addition to participate or join is confirmed once you have "Joined" or "Participated" in a group by adding the minimum amount of YPB credits or YPB virtual credits or YPB's required to participate or join a YPB group and/or as you select a box within group.** When a YPB addition is placed in the YPB group that You have selected and accepted, the corresponding amount of YPB's is then reduced against Your YPB personal balance under Your Account. Once accepted, YPB additions cannot be cancelled or amended in any way. However, If the expiration date of a group has been reached; then Your YPB credits or YPB virtual credits or YPB's added to a group will return to Your personal balance, and You will be advised of other potential groups that are soon to close or the be completed in order for You to move Your YPB'S into a different group and then participate or join that new group by selecting a box within that new group You are participating or joining.



When adding YPB'S to a group and selecting a box, You confirm that You do not have any previous knowledge of the result of the respective event underlying the addition of YPB's and the user box selection within a group as an ("Event" or "Group"). If, during the period of accepting additional user YPB's additions in a group or additional user box selections within the group, information becomes known through which the outcome of an Event can be determined, We reserve the right to vary the deadline for accepting YPB's in any particular group or to void any YPB additions placed or to void the user box selection process.

We reserve the right to void any YPB additions to a group or a group participation or group join or user box selections within a group, including but not limited to any YPB additions to a group or a group participation or a group join or user box selection within a group which may be inadvertently accepted when Your Account does not have sufficient YPB credits or YPB virtual credits or YPB's to cover the amount of the YPB additions placed prior to the Event or Group taking place. Subject to the foregoing, if Your Account balance partly covers the minimum of YPB credits or YPB virtual credits or YPB's required to participate or join our groups, then You will not be allowed to participate or join these groups. However You should be able to participate or join any another group where the minimum of YPB credits or YPB virtual credits or YPB's required to participate or join is lower, as long as, sufficient YPB credits or YPB virtual credits or YPB's exist under Your User YPB account balance. You may also decide to purchase additional YPB credits or YPB virtual credits or YPB's and add them to your YPB balance when required to assure that your balance is higher than the minimum value required in a group.

YPB's additions are non-refundable unless a written explanation is sent to us and approved by us as long as all other items listed in these terms and conditions are met per Our guidelines. If refund of YPB's is approved by us then this will be subject to penalties or transaction fee's as discussed previously in Our Terms and Conditions if applicable.

#### **9) Account Currency Changes**

All currency used to accept payment from Our services or used by Us to send a portion of a bill, loan or debt payment for You will be in **USD dollars**. These are subject to any transaction or currency exchange fees which may end up increasing Your payment to Us, or reducing the total amount We will be using to send for Your Bill, Loan or Debt payment.

All methods of payment must be made online through Our service providers. We will NOT hold Your credit card information data during payments. Our service provider (PayPal or other bank or financial institution) will provide a list of credit card vendors that can be used at Your end in order to submit a payment, and these providers or institutions will be holding your credit card payment information at the time of the transaction.

#### **10) Anti-Cheating Policy**

We are committed to preventing the use of unfair practices in all of Our group services, including but not limited to participant collusion. We are also committed to detecting and preventing the use of software programs which are designed to enable artificial intelligence to interact on Our Platforms including, but not limited to, opponent-profiling, cheating software or anything else that We deem enables You to have an unfair advantage over other participants not using such programs or AI systems. You acknowledge that We will take measures to detect and prevent the use of such programs and software using methods. You agree by accepting these terms not to use any AI Software and/or any such programs.

#### **11) Software**

If applicable You may install and use the software We make available from Our Platforms used to provide the YPAYBILLS Bill, Loan or Debt payment Services (the 'Software') on a hard disk or other storage device and make back-up copies of the Software, provided that such use and back-up copying is only for Your own personal use in using the YPAYBILLS Bill, Loan or Debt payment Services in accordance with these Agreements, and



further, that such installation and use is made through a computer or other device of which You are the primary user. The Software's structure, organization and code are the valuable trade secrets of Our Group and/or its associated companies and/or its licensors. You obtain no rights to the Software except to use it in accordance with these Agreements. Save as expressly permitted by law, You are strictly prohibited from, and agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software or any part of it or to create, publish or distribute derivative works from the Software. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by any applicable laws, restrictions or regulations.

#### **12) (YPB credits or YPB virtual credits or YPB's) and Real Currency**

'YPB credits' or 'YPB virtual credits' or 'YPB's' funds have no value and are kept separate from 'Real Currency' funds. They are not transferable to 'Real Currency' accounts nor are they redeemable for any currency. YPB credits or YPB virtual credits or YPB's can only be obtained by purchasing them using 'Real Currency', and these credits can only be used in our platforms.

#### **13) Settlement of User selection for determining a User Bill, Loan or Debt Payment**

You fully accept and agree the logic and accuracy used by Our software program developed to provide users a list of boxes to select within each group in which the user selected has participated or joined by adding YPB credits or YPB virtual credits or YPB's to that particular group. You understand that only a single user per each group will be eligible to have a portion of their Bill, Loan, or Debt paid by YPAYBILLS as long as the group has reached a completed status or if all boxes within the group have been selected by multiple users, and that single user is chosen only if that user selected a box with our company logo with the lifesaver once all boxes are revealed.. If there is a discrepancy between the result showing and Our server, the result showing on Our server shall govern the final result. Moreover, You understand and agree that (without prejudice to Your other rights and remedies) Our records shall be the final authority in determining the terms of Your use of the YPAYBILLS Bill, Loan or Debt payment services, the activity resulting therefore and the circumstances in which such activity occurred.

#### **14) User's Bill, Loan or Debt Payment expiration date**

Once You have been notified that the box you selected in a group was the one that contained our company logo with a lifesaver You will have 90 days after Our first contact We make to You in regards to Your user account box selection within our YPB groups to provide all the information We require to send a portion of Your Bill, Loan or Debt payment. If We cannot clarify additional details with You to complete the portion of Your bill , loan or debt payment during this time period; then You will no longer be able to claim the portion of Your Bill, Loan or Debt Payment after the 90 day deadline has been reached.

It is important for You to keep Your account contact information up to date under your profile to prevent any potential issues. We will have the right to withhold Your Bill, Loan or Debt Payment value if the 90 day period has been reached after our first contact attempt with any type of communication method we use.

#### **15) User participation in Our Group Categories or Groups**

A user will be able to participate in any of Our group categories or groups. However, if the user is not able to provide valid proof (i.e. "a bill payment stub") that clearly indicates that this bill payment stub is in relation or has similarity with the group category or group description where the user has participated then We will have the right to keep the total amount specified in the notification sent by Us that would have been used as the users payment.

#### **16) Revealing Results**



Revealing results per group or groups will be done via email notification only. This notification will be sent only when a group reaches a complete status or when it reaches 100% user participation prior to the defined expiration date. These email notifications will indicate if the box selected by a user contained or did not contain Our company logo which is the main factor that determines which user will have a portion of their bill paid by Us.

## LEGALITY OF USE OF THE SERVICES

You may only use Our Services if You are 18 years of age or over if located outside of the United States of America, 18 years of age or over if located within the United States of America, or such other higher minimum legal age in Your jurisdiction. It is legal for You to do so according to the laws that apply in Your jurisdiction. You must also use Our Services as long as You currently own a loan, credit debt, etc. under Your name or as long as You currently own a loan, credit debt, etc. to a creditor or financial institution. If You do not own a loan or credit debt under Your name to a creditor, do not recall your secret PIN number submitted during Your profile update, cannot provide Us with the transaction ID number sent via email, You participated or joined any of Our website YPB groups and You selected the correct box within group to have a portion of Your debt, loan or bill paid then We have the right to keep the total amount listed as the value to be paid in its full amount if the expiration date from the time of the transaction ID notification or contact has been met and/or if You do not have a loan or a credit debt under Your name, and/or if You do not recall Your secret PIN number during the account registration to validate Your transaction ID, and/or You cannot confirm the transaction ID number we have sent to Your account via email. We reserve the right to ask for proof of age documentation from You prior to providing a portion of the Bill, Loan or Debt Payment Service at any time, ask for proof of Your loan, credit debt, etc or ask for proof of Your credit debt at any time, and Your Account may be suspended until satisfactory proof of age or documentation is provided. You understand and accept that We are unable to provide You with any legal advice or assurances and that it is Your sole responsibility to ensure that at all times You comply with the laws that govern You and that You have the complete legal right to use Our Services. You acknowledge that Our service will never provide a tangible prize directly to You, and portions of bill, loan or debt payments provided by Us will be sent directly to your creditor as a payment. You must purchase our YPB credits or YPB virtual credits or YPB's and add these credits to our various groups and select a box within a group in order to be eligible for selection, as long as, the group you have participated or joined has reached a completed status or once all boxes within the group have been selected by multiple users and only if you have chosen the box with our company logo with the lifesaver once all boxes are revealed. You acknowledge that only one User will be selected per group in order to have a portion of a bill, loan or debt paid. You acknowledge that YPB credits or YPB virtual credits or YPB's are virtual and are not equal to actual currency; credits purchased will be added to your individual YPB balances which can then be used by You to participate or join our groups. Without limitation to the above, access to Our Services may be restricted from certain territories. Any use of the Services is at Your sole option, discretion and risk. By using the Services, You acknowledge that You do not find the Services to be offensive, objectionable, unfair, or indecent in any way. You also acknowledge that no tangible product or prize will be provided directly to you in any instance by Us, and if chosen based on our participation criteria and/or requirements you will agree that our turnaround time to send your payment to your creditor is not immediate. As a result; you are required to continue to pay you monthly payments to your creditor to avoid "late payment fees" and to prevent any negative reports from these institutions to any credit office.

PLEASE PRINT THESE TERMS AND CONDITIONS AND STORE FOR YOUR FUTURE REFERENCE. IN ADDITION, WE SUGGEST THAT YOU PRINT AND STORE ALL TRANSACTION RECEIPTS AND GAME RULES AS APPLICABLE TO YOUR ACTIVITIES.

If You have any questions, please contact Our 24/7 Customer Service team at [customersupport@ypaybills.com](mailto:customersupport@ypaybills.com).