

Appriza Pay App Terms of Use

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General Information

The Appriza Pay mobile application for Apple iOS or Android-powered devices, including all Services (as defined below), software, code, text, graphics, logos, layouts, designs, application programming interface (collectively, the "**App**"), is owned and controlled by Appriza Pay Technologies, LLC., (collectively, with our subsidiaries and affiliates, "**Appriza**", "**we**", "**us**" or "**our**").

These Terms of Use (the "**Terms**") govern your use of the App, including all services and any other tools made available through the App (collectively, the "**Services**"). By accessing the App, you agree to be bound by these Terms and our [Privacy Policy](#).

We may change or revise these Terms from time to time in our sole discretion.

Access to the App

By using this App, you agree to these Terms. To access this App, you must establish an account ("**Account**") by logging into the App using your user ID and a password selected by you. Your right to access and use the App is personal to you and is not transferable by you to any other person or entity. You are entirely responsible for maintaining the confidentiality of your user ID and password and for any and all activities that occur under your Account. You agree to notify us of any unauthorized use of your user ID or any other breach of security of your Account.

You must provide accurate and complete information and keep your Account information updated. All personal information associated with your Account, or your use of the App is collected, used and disclosed in accordance with our Privacy Policy.

Use Restrictions

The App and Services are not intended for use by any person who is under the age of eighteen (18). By accessing the App, you represent and warrant that you are at least eighteen (18) years old.

The App and Services are provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the App and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access or use the App or Services from outside the United States, then you are responsible for compliance with local laws.

Third Party Services

Certain Services may be provided and maintained by third party service providers (each a "**Third Party Service Provider**") and you will be subject to the terms and conditions entered into separately with such Third Party Service Providers (each a "**Third Party Service Provider Term**").

These Third-Party Service Providers are independent contractors and not agents of Appriza. The Third-Party Service Provider Terms may differ from these Terms. By offering Services provided by Third Party Service Providers (the "**Third Party Services**") via the App, we make no representations or warranties and do not endorse any Third-Party Services. Where possible, Appriza will make the Third-Party Service Provider Terms available to you. However, additional applicable terms may be provided on the Third-Party Service Provider's website. Please review the Third-Party Service Provider Terms and any additional terms and conditions carefully before using such Services. You agree that you will not use the App or Services to engage in activities if prohibited by the Third-Party Service Terms.

Appriza prohibits third parties from producing materials which contain links to the App or framing of content contained within the App without our prior written consent, which we may withhold in our sole and absolute discretion. We reserve the right to disable any such unauthorized links or framing. Appriza has no responsibility or liability for any material that may contain links to the App.

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No Unlawful or Prohibited Use of App

You may only use the App for your personal, non-commercial use and as permitted by the features of the App and these Terms. You may not: (a) distribute, transmit, transfer, assign, rent, lease, sell or otherwise dispose of the App to any third party; (b) use the App in any time sharing arrangement or otherwise make the App available via a network so that it can be used on several devices at the same time; (c) alter, modify, repair, rent, lease, loan, sell, distribute, or create derivative works based on the App. As an essential condition of your use of the App, you agree that you will not use the App in connection with, any illegal activity or goods, or in connection with any prohibited industries or activities that Appriza may specify from time to time, or where prohibited by law. You agree that you will not use the App or its supported web components for any purpose that violates any applicable federal, provincial/territorial, state, local or international law, or any regulations having the force of law. Such unlawful activities include, but are not limited to:

- a. Damaging, disabling, impairing overburdening, or otherwise impairing the App, servers or networks of Appriza.
- b. Interfering with any other party's use of the App.
- c. Attempting to gain unauthorized access to the App or any part of the App, through hacking, password mining or any other means.
- d. Accessing or altering data, including personal data of other users, when you are not authorized to do so.
- e. Using data collected from the App to contact individuals, companies, or other persons or entities, including without limitation for any direct marketing activity.
- f. Modifying, moving, adding to, deleting or otherwise tampering with the information contained in the App.
- g. Making the functionality of the App available to multiple users through any means.
- h. Using any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated interface not authorized by us to access the App, scrape content, extract data or otherwise interfere with or modify the rendering of App pages or functionality.
- i. Decompiling, reverse engineering, disassembling or unlawfully using or reproducing any of the software, copyrighted or trademarked material, trade secrets, or other proprietary information contained in the App.
- j. Infringing or violating the rights of others.

You agree to comply with applicable laws and regulations and to not participate in, facilitate, or further illegal activities with respect to the App. You also agree to immediately notify us if you learn of a security breach or other illegal activity in connection with the App.

We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in any of the above violations. You acknowledge and agree that Appriza can take any technical, legal, and other actions that we deem, in our sole discretion, necessary and appropriate, without notice to you, in order to prevent or remediate any violations and to enforce these Terms.

Privacy

In connection with your use of the App and the Services, certain information may be collected, including information related to your contact details, financial information, and identity verification. We may use, and you hereby consent to our use of, the information collected from you as provided in our [Privacy Policy](#). The Privacy Policy is incorporated herein by reference and is binding on you.

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Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT NOT PROHIBITED BY LAW, WE WILL HAVE NO LIABILITY WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES HAS BEEN NOTIFIED TO US, IN CONNECTION WITH OR ARISING FROM YOUR USE OF THE APP. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE APP IS TO IMMEDIATELY UNINSTALL SUCH APP AND CEASE USE OF SUCH APP. WE SHALL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES HAS BEEN NOTIFIED TO US, FOR:

- A. ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES;
- B. ANY LOSS OF INCOME, BUSINESS, ACTUAL OR ANTICIPATED PROFITS, OPPORTUNITY, GOODWILL OR REPUTATION (WHETHER DIRECT OR INDIRECT);
- C. ANY DAMAGE TO OR CORRUPTION OF DATA (WHETHER DIRECT OR INDIRECT);
- D. ANY DAMAGE TO OR VIRUSES THAT MAY INFECT YOUR DEVICE OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE APP OR APP CONTENT;
- E. ANY CLAIM, DAMAGE OR LOSS (WHETHER DIRECT OR INDIRECT) ARISING FROM OR RELATING TO YOUR INABILITY TO USE THE APP; OR
- F. ANY CLAIM, DAMAGE OR LOSS (WHETHER DIRECT OR INDIRECT) ARISING FROM OR RELATING TO:
 - I. ANY PRODUCT OR SERVICE PROVIDED BY A THIRD PARTY UNDER THEIR OWN TERMS OF SERVICE;
 - II. ANY THIRD-PARTY TECHNOLOGY; OR
 - III. ANY THIRD-PARTY WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OF DAMAGES AND/OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN THE EVENT THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, OUR TOTAL, CUMULATIVE LIABILITY TO YOU ARISING FROM OR RELATED TO THESE TERMS, THE APP, AND THE APP CONTENT IS LIMITED TO FIFTY DOLLARS (\$50).

Indemnity & Release

To the full extent permitted by applicable law, you agree to defend, indemnify and hold harmless Appriza and its affiliates and each of our or our affiliates' directors, officers, employees, counsel, agents, representatives, successors and assigns from and against any claims, actions or demands, and all resulting damages, losses, liabilities, expenses, and costs, including without limitation reasonable legal and accounting fees, alleging or resulting from your use or misuse of the App, the Services, or your breach of the Terms. We will provide notice to you promptly of any such claim, suit, or proceeding and may choose in our sole discretion to assist you, at your expense, in defending any such claim, suit or proceeding.

Third-Party Beneficiaries

If you download the App via the App Store or Google Play, Apple Inc. or Google, Inc., respectively, shall be a third-party beneficiary to these Terms and have the right to enforce these Terms against you as a third-party beneficiary. However, these third-party beneficiaries are not a party to these Terms.

You acknowledge and agree that your access to the App using these devices also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service. You will comply with all applicable restrictions, requirements and rules that govern applications

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downloaded through the application store through which you obtained the App (for example, the Apple App Store or Google Play).

You acknowledge that the third-party beneficiaries have no obligation whatsoever to furnish any maintenance and support services with respect to the App. You further acknowledge and agree that to the extent you have any claim arising from or related to your use of the App, in no event will the third-party beneficiaries be responsible for any claims relating to the App, including but not limited to (a) intellectual property claims; (b) product liability claims; or (c) any claims arising under consumer protection or similar legislation.

No Warranties & Disclaimers

We provide our App and Services (excluding Services provided by Third Party Service Providers) using a commercially reasonable level of skill and care and we hope that you will enjoy using them.

Other than as expressly set out in these Terms or additional terms provided at the time you sign up for our Services, neither Appriza nor our suppliers or distributors provide any specific warranties about the App or Services.

As with any other website or app you use, when you access our App, you assume all risk associated with any viruses, worms, Trojan horses and other destructive items. You should take any necessary precautions before you access our App in respect of any such potential risks.

THE APP, THE SERVICES, AND ALL CONTENT MADE AVAILABLE ON, THROUGH OR IN CONNECTION WITH THE APP OR SERVICES, ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE DO NOT PROVIDE ANY GUARANTY OR ASSURANCE THE APP OR SERVICES WILL BE AVAILABLE FOR USE. ALL IMPLIED REPRESENTATION, WARRANTIES AND CONDITIONS RELATING TO THE APP, THE SERVICES AND ALL CONTENT ON THE APP ARE HEREBY DISCLAIMED TO THE GREATEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY MALICIOUS CODE, DELAYS, INACCURACIES, ERRORS, OR OMISSIONS ARISING OUT OF YOUR USE OF THE APP OR SERVICES. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOU ARE ASSUMING THE ENTIRE RISK AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SECURITY AND VALIDITY OF ANY AND ALL FEATURES AND FUNCTIONS OF THE APP AND SERVICES, INCLUDING, WITHOUT LIMITATION, CONTENT ASSOCIATED WITH YOUR USE OF THE APP OR SERVICES.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. To the extent that any warranty exists under law that cannot be disclaimed, Appriza, and not any third-party application store provider, shall be solely responsible for such warranty.

Legal – Copyrights, Trademarks, Disclaimers

The App, including all software, algorithms, protocols, and interfaces associated therewith, and all intellectual property associated with these things (such as copyrights, inventions, patents, trademarks, trade secrets, industrial designs), are owned by Appriza or its licensors. The App is licensed, not sold, to you. Nothing in these Terms confers upon you any ownership interest in any aspect of the App or any intellectual property right associated with the App. Any rights to the App not expressly granted under the Terms are reserved by us and our licensors.

The names and logos of other companies' products mentioned in this App/Service are trademarks of their respective owners. Nothing in these Terms confers upon you any interest of any kind in these trademarks.

Provided you adhere to all these Terms, Appriza grants you a non-exclusive, limited, non-transferable, freely revocable license (without the right to sublicense) during the term to use the

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App for your personal, non-commercial use only. Appriza may terminate this license at its sole discretion, at any time for any reason or no reason.

To the extent you provide us with any suggestions, enhancement requests, recommendations or other feedback relating to the App or Services (collectively, "**Feedback**"), you hereby grant us a non-exclusive, fully paid-up, royalty-free, transferable, sublicensable (through multiple tiers of sublicensees), worldwide, perpetual, irrevocable right and license to use, reproduce, publicly perform, publicly display, distribute, modify, create derivative works, sell, exploit, and otherwise commercialize and dispose of such Feedback without restriction.

Mobile Network

When you access the App through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply, and you will be responsible for all such charges. Downloading, installing, or using the App may be prohibited or restricted by your network provider and the App may not work with your network provider or device.

Modifying & Terminating the App or Services

We are constantly changing and improving our App or Services. We may add or remove functionalities or features, and we may suspend or stop all or part of the App or Services altogether. You can stop using our Services or cancel your Account at any time. Appriza may also stop providing Services to you or add or create new limits to our Services at any time.

Termination of your Account or access to Service

We reserve the right to suspend or terminate your Account (or any part thereof), in our sole discretion, for any and no reason, and without penalty. Further, we may suspend or terminate your access to all or some Services, in our sole direction, for any and no reason, and without penalty. You agree that we will not be liable to you or any third party for any such termination or interruption. Upon termination for any reason, you agree to immediately stop using the App and Services.

Any unauthorized use of the App will violate these Terms and may violate applicable laws. Appriza reserves all of its rights in respect of such violations, including its rights to pursue any available legal or equitable remedy and seek recovery from you for the expense of so doing.

Software Updates

We reserve the right to provide updates, new versions, and revisions, and make changes, corrections, and/or improvements (collectively "**Updates**") to the App. By downloading, installing, starting or using the App, you agree to receive automatic software Updates, including any files that are automatically delivered to you by Appriza (via online transmission, through a third-party distributor, or otherwise) to patch, update, or otherwise modify the App.

Non-Solicitation Policy

In your communications with us, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services (collectively, "**Unsolicited Ideas and Materials**"). We will be free to use or copy all or a portion of any Unsolicited Ideas and Materials you send to us, including any ideas, inventions, concepts, techniques or know-how disclosed, for any purposes. Such purposes may include disclosure to third parties and/or developing, creating and/or marketing goods or services.

Content License

For all content you submit to the Services, you grant Appriza and its affiliates a non-exclusive, transferable, sublicensable, fully paid, royalty-free, worldwide license to host, store, use, cache, distribute, modify, copy, adapt, edit, display, translate, publish, transmit, analyze, and reproduce that content for the purpose of operating, developing, providing, promoting, and improving the

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App and Services. This license includes a right for us to make your content available to the Third-Party Services Providers for the purpose of providing the Services.

Changes to the Terms of Use

We may amend these Terms from time to time as our business evolves, in response to legal developments, as new technologies become available, or as we introduce new features, products or services.

When we make changes to these Terms, we will revise the "Last Updated" date at the top of the Terms. You should check back here periodically to find out if any changes have been made to the Terms. If we make material changes, we will, as appropriate prominently post these changes to our App or notify registered users directly. We will provide you with an opportunity to accept or reject a material change. Material changes will become effective no sooner than thirty (30) days after they are posted. However, changes addressing new functions or changes made for legal reasons will be effective immediately.

If you disagree with any change to the Terms, you may close your Account and refrain from using the App or Services. Continuing to use the App or Services after we post or communicate a change signifies that you consent to the revised Terms.

Translations

Any translations of the English language version of the Terms is provided for your convenience only and you agree that the English language versions of the Terms will govern. If there is any discrepancy between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

General Provisions

Notices: All notices and other communications to Appriza under these Terms must be in writing and must be delivered either by email to the contact information set out under "Contact Us." When you contact us or register for an Account, you consent to receive communications from us electronically related to your Account and your use of the App. You agree that any such communication via email shall constitute legal written communication in compliance with any and all legal notice requirements (to the fullest extent possible by law).

Relationship: You acknowledge and agree that no agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these Terms or by your use of the App and/or the Services.

Waiver: If you do not comply with these Terms, and we do not take action right away, this does not mean that we are waiving or giving up any rights that we may have (including, but not limited to, taking action in the future).

Severability: Any provision of these Terms which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Assignment: These Terms and any rights, licenses and privileges granted by these Terms, may not be transferred or assigned by you, but may be assigned or transferred by Appriza without restriction and without notice to you.

Entire Agreement: The Terms, including the Privacy Policy, are the entire and exclusive agreement between Appriza and you regarding the App and Services. These Terms supersede and replace any prior agreements, whether oral or in writing, between Appriza and you regarding the App and Services.

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Interpretation: These Terms shall endure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The division of these Terms into paragraphs or other subdivisions and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of these Terms.

Governing Law: THIS SECTION CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. THEY AFFECT EACH PARTY'S RIGHTS CONCERNING THE RESOLUTION OF ANY "DISPUTE" BETWEEN THE PARTIES. These Terms are governed by and construed in accordance with the laws of the State of Texas and applicable federal laws without regard to conflicts of law principles. Before either party may initiate any legal action or proceeding or make a demand for arbitration, such party must notify the other party in writing of the dispute or controversy and attempt in good faith to resolve the dispute or controversy. If the dispute or controversy has not been resolved thirty (30) days after such notice is given, either party may initiate a legal action or proceeding or make a demand for arbitration in accordance with this Section, as applicable. Any dispute or controversy arising from or relating to the Terms or the enforcement of any provision of the Terms (other than any claim based on unauthorized use of the App or your infringement or misappropriation of any intellectual property rights (an "IP Claim")) (collectively, a "Dispute"), must be arbitrated in the State of Texas before a single arbitrator experienced in the payments industry who is jointly selected and mutually approved by the parties. The arbitrator shall serve as a neutral, independent and impartial arbitrator. The arbitration will be administered in accordance with the JAMS Mediation, Arbitration and ADR Services. The arbitrator will require the non-prevailing party to pay for the costs of arbitration, including reasonable attorneys' fees incurred by the prevailing party in connection with the arbitration. The results of the arbitration procedure will be considered confidential information of both parties. Any arbitration decision rendered will be final and binding, and judgment thereon may be entered in any court of competent jurisdiction. Notwithstanding the above, neither party will be required to arbitrate an IP Claim. With respect to an IP Claim, each party consents to the exclusive jurisdiction of, and venue in, the courts of the State of Texas or the Federal District Courts sitting in Texas. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Terms. Each party agrees that any proceeding to resolve or litigate any dispute hereunder, whether in arbitration or in court, will be conducted solely on an individual basis, and neither party will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which either party acts or proposes to act in a representative capacity. The parties further agree that no arbitration or proceeding will be joined, consolidated, or combined with another arbitration or proceeding without the prior written consent of all parties to such other arbitration or proceeding.

Contact Us

If you have any questions or comments about these Terms, the App or the Services, please visit the Contact Us section on the App or contact us by email: ContactUs@AccessMas.com