

Signature Pay User Agreement

YOU AGREE THAT THIS USER AGREEMENT SHALL BE EFFECTIVE FOR ALL USERS AS OF August 1, 2015.

WELCOME TO SIGNATURE PAY!

This Agreement is a contract between you and Signature Pay and governs your use of all Services. Using the Services means that you must accept all of the terms and conditions contained in this Agreement and the agreements, as may be applicable to you from time to time, on the [Legal Agreements page](#), including the [Privacy Policy](#) and the [Acceptable Use Policy](#). You should read all of these terms and conditions carefully.

This Agreement contains several sections. You may jump directly to any section by selecting the appropriate link below. The headings and subheadings below are for reference only and do not limit the scope of or give meaning to each section.

We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it. In addition, if the revised version includes a Substantial Change, we will provide you with at least 30 Days' prior notice of any Substantial Change by posting notice on the [Policy Updates](#) page of our website, which can also be found by clicking on the [Legal Agreements](#) link on the bottom of every page on the Signature Pay website. If you do not want to be bound by this Agreement, you must stop using our Services. The Agreement will continue to apply to your previous use of our Services.

This is an important document which you must consider carefully when choosing whether to use the Services.

1. Our Relationship with You.

1.1 Signature Pay is Only a Premium Finance Provider.

Signature Pay helps you make payments to your insurer. Signature Pay is an independent contractor for all purposes. Signature Pay does not have control of or liability for the products or services that are paid for with the Services. We do not guarantee the identity of any User or ensure that any party will complete a transaction.

1.2 Your Privacy.

Protecting your privacy is very important to Signature Pay. Please review our [Privacy Policy](#) to understand how we collect, use, disclose and safeguard your Information.

1.3 Privacy of Others; Marketing.

If you receive Information about another User through the Services, you must keep the Information confidential and only use it in connection with the Services. You may not disclose or distribute a User's Information to a third party or use the Information for marketing purposes unless you receive the User's express consent to do so. You may not send unsolicited email to a User or use the Services to collect payments for sending, or assisting in sending, unsolicited email to third parties.

1.4 Intellectual Property.

Signature Pay, and "Signature Pay.ca," and all logos related to the Services are either trademarks or registered trademarks of Signature Pay or its licensors. You may not copy, imitate or use them without Signature Pay's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Signature Pay. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by Signature Pay through our Merchant services or affiliate programs without prior written consent for the purpose of directing web traffic to the Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to Signature Pay or the Services or display them in any manner that implies Signature Pay's sponsorship or endorsement. All right, title and interest in and to the Signature Pay website, any content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of Signature Pay and its licensors.

1.5 Assignment.

You may not transfer or assign any rights or obligations you have under this Agreement without Signature Pay's prior written consent. Signature Pay reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

1.6 Password Security and Keeping Your Email and Address Current.

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the Services. You are also responsible for keeping your email address and street address up to date in your Account Profile.

1.7 Notices to You.

You agree that Signature Pay may provide information about your Account and the Services to you by posting it on our website, emailing it to the email address listed in your Account Profile, notifying you through the Signature Pay App, or mailing it to the street address listed in your Account Profile. We will consider such information to have been received by you within 24 hours of the time we communicate it to you electronically, or within 3 Business Days after we send it to you by postal mail.

1.8 Notices to Signature Pay.

Notice to Signature Pay must be sent by postal mail to: Signature Pay, Attention: Legal Department, 1 St. Clair Avenue West, Suite 1203, Toronto, Ontario M4V 1K6, Canada.

1.9 Account History.

You may view your Account history by logging into your Account Profile.

1.10(a) Contacting You.

We and our service providers acting on our behalf may at times contact you, including by using autodialed or prerecorded message calls or text messages, at the telephone number(s) you have provided us. We may place such calls or texts to (i) provide notices regarding your Account or Account activity, (ii) investigate or prevent fraud, or (iii) collect a debt owed to us. We may share your phone number(s) with service providers with whom we contract to assist us in providing you services, but will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text charges may apply. We and our service providers will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes unless we receive your prior express consent.

1.10(b) Your Choices.

You do not have to consent to receive calls or text messages in order to use and enjoy Signature Pay's products and services. You may revoke your consent at any time by contacting Signature Pay customer support and informing us of your preferences. We will respect your opt-out instructions. However, because we are required to communicate certain types of information to our customers in accordance with contractual or other legal or regulatory obligations, you may still receive some communication from Signature Pay.

1.11 Taxes.

You are responsible for any taxes that apply to the payments you send or receive using the Services. Signature Pay does not determine if you are liable for any taxes or collect or pay any taxes that may arise from your use of our Services.

2. Accounts.

2.1 Eligibility.

To be eligible to use the Services, you must be at least 18 years old and a resident of Canada at the time you open the Account. This Agreement applies only to Accounts opened at [Signaturepay.ca](https://signaturepay.ca).

2.2 Accounts; Types of Transactions.

We offer Accounts for the purpose of financing commercial insurance premiums only. By opening an Account and accepting the terms as outlined in this Agreement, you attest that you are not establishing the Account for personal, family, or household purposes.

2.3 Identity Authentication.

You authorize Signature Pay, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your Information against third party databases or through other sources. We may also ask to see your driver's licence or other identifying documents at any time. If you use certain Services, we may have a legal requirement to verify some of your information. Signature Pay reserves the right to close, suspend, or limit access to your Account and/or the Services in the event we are unable to obtain or verify this information.

2.4 Credit Report Authorization.

If you open an Account, you are providing Signature Pay with written instructions and authorization to obtain your personal and/or business credit report from a credit reporting agency. You are also authorizing Signature Pay to obtain your personal and/or business credit report: (a) when you upgrade your Account, (b) when you request a product for which Signature Pay requires a review of your credit report, or (c) at any time Signature Pay reasonably believes there may be an increased level of risk associated with your Account.

2.5 Third Party Permissions.

If you grant express permission to a third party to take specific actions on your behalf, or access particular information about your Account, you acknowledge that:

- Signature Pay may disclose the information about your Account specifically authorized by you to the third party;
- Granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement; and
- You will not hold Signature Pay responsible for, and will indemnify Signature Pay from, any liability arising from the actions or inactions of the third party in connection with the permissions you grant.

You may change or remove these permissions at any time by changing your settings in your Account Profile.

3. Closing Your Account.

3.1 How to Close Your Account.

You may close your Account at any time by following the instructions in your Account Profile. Upon Account closure, we will cancel any pending transactions and you will forfeit any Balances associated with Redemption Codes, unless otherwise legally prohibited. You must withdraw your Balance prior to closing your Account.

3.2 Limitations on Closing Your Account.

You may not close your Account to evade an investigation. If you attempt to close your Account while we are conducting an investigation, we may hold your funds for up to 180 Days to protect Signature Pay or a third party against the risk of Reversals, Chargebacks, claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.

4. Restricted Activities.

4.1 Restricted Activities.

In connection with your use of our website, your Account, the Services, or in the course of your interactions with Signature Pay, other Users, or third parties, you will not:

- a Breach this Agreement, the Acceptable Use Policy or any other agreement or policy that you have agreed to with Signature Pay;
- b Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protection, unfair competition, anti-discrimination or false or misleading advertising);
- c Infringe Signature Pay's or any third party's intellectual property rights, including copyright, patent, trade-mark, trade secret or rights of publicity or privacy;
- d Sell counterfeit goods;
- e Act in a manner that is defamatory, trade libelous, threatening or harassing;
- f Provide false, inaccurate or misleading information;
- g Send or receive what we reasonably believe to be potentially fraudulent funds;
- h Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- i Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- j Conduct your business or use the Services in a manner that results in or may result in complaints, disputes, claims, Reversals, Chargebacks, fees, fines, penalties and other liability to Signature Pay, other Users, third parties or you;
- k Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the Services;
- l Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information; use an anonymizing proxy; use

any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the Services;

- m Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;
- n Use the Services to test credit card behaviours; or
- o Allow your use of the Services to present to Signature Pay a risk of non-compliance with Signature Pay's anti-money laundering, counter terrorist financing and similar regulatory obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit; or

- p Harass and/or threaten our employees, agents, or other users.

4.2 Actions by Signature Pay – Restricted Activities.

If Signature Pay, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect Signature Pay, other Users, other third parties, or you from Reversals, Chargebacks, claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a We may close, suspend, or limit your access to your Account;
- b We may update inaccurate Information you provided us;
- c We may refuse to provide the Services to you in the future;
- d We may hold your funds for up to 180 Days if reasonably needed to protect against the risk of liability or if you have violated our Acceptable Use Policy;
- e We may take legal action against you; and
- f If you violate the Acceptable Use Policy, then in addition to the above actions you will be liable to Signature Pay for the amount of Signature Pay's damages caused by your violation of the Acceptable Use Policy. You acknowledge and agree that \$2,500.00 CAD per violation of the Acceptable Use Policy is presently a reasonable minimum estimate of Signature Pay's actual damages considering all currently existing circumstances, including the relationship of the sum to the range of harm to Signature Pay that reasonably could be anticipated because due to the nature of the violations of the Acceptable Use Policy, actual damages would be impractical or extremely difficult to calculate. Signature Pay may deduct such damages directly from any existing Balance in the offending Account, or any other Account you control.

Signature Pay, in its sole discretion, reserves the right to terminate this Agreement, access to its website, or access to the Services for any reason and at any time upon notice to you and payment to you of any unrestricted funds held in custody for you.

5. Resolution Procedures for Unauthorized Transactions and Processing Errors.

5.1 Protection for Unauthorized Transactions and Processing Errors.

If you give someone access to your Account (by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use. These transactions are not covered under any Signature Pay protection programs.

Examples of processing errors include: when money is either incorrectly taken from your Account or incorrectly placed into your Account; when transactions are incorrectly recorded in your Account; if you send a payment and it is debited twice from your Account; if a transaction is missing from, or not properly identified in your Account history statement; if you receive an incorrect amount of money at an ATM; and if there is a computational or mathematical error by Signature Pay.

You may request documentation or information regarding your Account or transaction to determine whether an unauthorized transaction or processing error exists by contacting us through the contact link at the bottom of each page of the Signature Pay website.

5.2 Notification Requirements.

- a You should immediately notify Signature Pay if you believe:
 - i there has been an unauthorized transaction or unauthorized access to your Account;
 - ii there is an error in your Account Profile or activity or transaction confirmation sent to you by email;
 - iii your password or PIN has been compromised;
 - iv your phone on which you have installed the Signature Pay mobile app has been lost, stolen or deactivated; or
 - v you need more information about a transaction or transaction confirmation.
- b You should regularly log into your Account Profile and review your Account activity to ensure that there has not been an unauthorized transaction or processing error. Signature Pay will also send an email to the primary email address you have provided in order to notify you of each transaction from your Account.

You should also review these transaction confirmations to ensure that each transaction was authorized and is accurate.

For unauthorized transactions or processing errors involving your Signature Pay Account, notify us as follows:

- i By mail Attn: Signature Pay Accounts, 1 St. Clair Avenue West, Suite 1203, Toronto, Ontario M4V 1K6); or
 - ii Contact Signature Pay Customer Service.
- c For unauthorized transactions or processing errors in your Account, notify us as follows:
 - i Write to Signature Pay, Attn: Error Resolution Department, 1 St Clair Avenue West, Suite 1203, Toronto, ON M4V 1K6; or
 - ii Telephone Signature Pay **Customer Service**.
- d When you notify us, provide us with all of the following information:

- i Your name and email address registered to your Account;
- ii A description of any suspected unauthorized transaction or processing error and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction; and
- iii The dollar amount of any suspected unauthorized transaction or processing error.

If you notify us orally, we may require that you send us your complaint or question in writing within 10 Business Days. During the course of our investigation, we may request additional information from you.

5.3 Signature Pay Actions after Receipt of Your Notification.

Once you notify us of any suspected unauthorized transaction or processing error, or we otherwise learn of one, we will do the following:

- We will conduct an investigation to determine whether there has been an unauthorized transaction or processing error.
- We will complete our investigation within 10 Business Days of the date we received your notification of the suspected unauthorized transactions or processing error. If your Account is new (the first transaction from your Account was less than 30 Business Days from the date you notify us), we may take up to 20 Business Days to complete this investigation. If we need more time, we may take up to 45 Days to complete our investigation.
- If we determine that there was an error, we will promptly credit the full amount of the error into your Account within 1 Business Day of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.
- If we decide that there was not an error, we will include an explanation of our decision in our email to you. If you received a provisional credit, we will remove it from your Account and notify you of the date and amount of the debit. You may request copies of the documents that we used in our investigation.

5.4 Signature Pay Processing Errors.

We will rectify any processing error that we discover. If the error results in your receipt of less than the correct amount to which you are entitled, Signature Pay will credit your Account for the difference. If the error results in your receipt of more than the correct amount to which you are entitled, Signature Pay will debit the extra funds from your Account. If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable for your losses or damages directly caused by this failure, unless: (a) through no fault of ours, you did not have enough available funds to complete the transaction, (b) our system was not working properly and you knew about the breakdown when you started the transaction, or (c) circumstances beyond our control (such as fire, flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

6. Disputes with Signature Pay.

6.1 Contact Signature Pay First.

If a dispute arises between you and Signature Pay, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and Signature Pay regarding the Services may be reported to Customer Service.

6.2 Arbitration.

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 CAD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

6.3 Law and Forum for Disputes.

This Agreement will be governed by and interpreted in accordance with the laws of Ontario, and the laws of Canada, each as may be applicable. You agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Ontario for the purpose of any suit, action or other proceeding arising out of this Agreement or your use of our websites or the Services.

6.4 No Waiver.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

6.5 Indemnification.

You agree to defend, indemnify and hold Signature Pay, its officers, directors and employees harmless from any claim or demand (including attorneys’ fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Services.

6.6 Assumption of Rights.

If Signature Pay pays out a claim, Reversal or Chargeback that you file against a recipient of your payment, you agree that Signature Pay assumes your rights against the recipient and third

parties related to the payment, and may pursue those rights directly or on your behalf, at Signature Pay's discretion.

6.7 Release of Signature Pay.

If you have a dispute with one or more Users, you release Signature Pay (and our officers, directors, agents, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

7. General Provisions.

7.1 Limitations of Liability.

IN NO EVENT SHALL WE (INCLUDING FOR GREATER CERTAINTY, OUR PARENT AND AFFILIATES), AND THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF SIGNATURE PAY, (INCLUDING FOR GREATER CERTAINTY OUR PARENT OR OUR AFFILIATES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, THE SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), UNLESS AND TO THE EXTENT PROHIBITED BY LAW. OUR LIABILITY (INCLUDING FOR GREATER CERTAINTY, THE LIABILITY OF OUR PARENT AND AFFILIATES), AND OUR (AND THEIR RESPECTIVE) OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SIGNATURE PAY (INCLUDING FOR GREATER CERTAINTY OUR PARENT AND AFFILIATES) AND OUR (AND THEIR RESPECTIVE) OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD THESE PARTIES RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL, OR REPUTATION, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM: (A) YOUR USE OF OR YOUR INABILITY TO USE SIGNATURE PAY'S SITES AND SERVICES; (B) DELAYS OR DISRUPTIONS IN SIGNATURE PAY'S SITES AND SERVICES; (C) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING SIGNATURE PAY'S SITES OR SERVICES OR ANY SITE OR SERVICE LINKED TO SIGNATURE PAY'S SITES OR SERVICES; (D) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN SIGNATURE PAY'S SITES OR SERVICES OR IN THE INFORMATION AND GRAPHICS OBTAINED FROM THEM; (E) THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES; (F) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT; (G) YOUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOUR, OR YOUR LOSS OF OR INABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS AGREEMENT OR SIGNATURE PAY'S POLICIES. SIGNATURE PAY RESERVES THE RIGHT TO MODIFY ITS POLICIES AND THIS AGREEMENT AT ANY TIME CONSISTENT WITH THE PROVISIONS OUTLINED HEREIN.

7.2 No Warranty.

SIGNATURE PAY, OUR EMPLOYEES AND OUR SUPPLIERS PROVIDE THE SERVICES “AS IS” AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. SIGNATURE PAY, OUR EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Signature Pay does not have any control over the products or services that are paid for with the Services and Signature Pay cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction or is authorized to do so. Signature Pay does not guarantee continuous, uninterrupted or secure access to any part of the Services, and operation of our site may be interfered with by numerous factors outside of our control. Signature Pay will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and cheque issuances are processed in a timely manner but Signature Pay makes no representations or warranties regarding the amount of time needed to complete processing because the Services are dependent upon many factors outside of our control, including for example, delays in the banking system. To the extent that the province in which you reside does not permit the disclaimer of implied warranties, the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from province to province.

7.3 License Grant.

If you are using Signature Pay software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then Signature Pay grants you a revocable, non-exclusive, non-transferable license to use Signature Pay's software in accordance with the documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all Signature Pay documentation accompanying the Services. If you do not comply with Signature Pay's implementation and use requirements you will be liable for all resulting damages suffered by you, Signature Pay and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that Signature Pay owns all rights, title and interest to Signature Pay's software. Any third party software application you use on the Signature Pay website is subject to the license you agreed to with the third party that provides you with this software. Signature Pay does not own, control nor have any responsibility or liability for any third party software application you elect to use on the Signature Pay website and/or in connection with the Services. If you are using the Services on the Signature Pay website, or other website or platform hosted by Signature Pay, or a third party, and are not downloading Signature Pay's software or using third party software applications on the Signature Pay website, then this section does not apply to your use of the hosted Services.

7.4 License Grant from You to Signature Pay; IP Warranties.

When providing Signature Pay with content or posting content using Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and sub-licensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against Signature Pay, its sub-licensees or its assignees. You represent and warrant that none of the following infringe any intellectual property or publicity right: your provision of content to Signature Pay, your posting of content using the Services, and Signature Pay's use of such content (including of works derived from it) in connection with the Services."

7.5 Terms in English.

It is the express wish of the parties that these terms and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que les présentes modalités et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

7.6 Complete Agreement.

This Agreement, along with any applicable policies and agreements on the [Legal Agreements](#) page on the Signature Pay website, sets forth the entire understanding between you and Signature Pay with respect to the Services, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.