**EZYPAY**®

# Sandbox User Agreement

This Sandbox User Agreement ("Agreement") is a contract between you and Ezypay and applies to your use of the Ezypay Sandbox and any related products and services available through <a href="https://iam-sandbox.ezypay.com">https://iam-sandbox.ezypay.com</a>, <a href="https://api-sandbox.ezypay.com">https://api-sandbox.ezypay.com</a> (collectively, the "Sandbox Service").

By registering for, accessing and using the Sandbox Service, you acknowledge that you have read, understood and agree to be bound by this Agreement. If you do not agree to these terms and conditions, you must immediately cease your use and access of the Sandbox Service.

In this Agreement, "you" or "your" means any person related to the entity that has registered to access the Sandbox Service. Unless otherwise stated, "Ezypay," "we" or "us" refer collectively to Ezypay Pty Ltd.

### (1) The Sandbox Service

The Sandbox service is a test environment which replicates production. We do not make any promises or claims as to the availability or uptime of the Sandbox Service.

Sandbox are simulations only. You Acknowledge that any accounts or transactions made on the Ezypay Sandbox are not real. Any testing with live data is prohibited, you must not use live credit card information in the sandbox environment.

We grant you a limited right to access and use the Sandbox, API Content/Services, and Sandbox Data to develop, test, connect with, and support your Application's access and use of API Content/Services.

# (2) Consent and Electronic Communication

By registering for the service, you consent to communication from Ezypay regarding the use of the sandbox service and Ezypay products and services.

# (3) Intellectual Property

Ezypay is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Service, including all source code, object code, operating instructions, and all interfaces developed for or relating to the same, together with all modifications, enhancements, revisions, changes, copies, partial copies, translations, compilations, improvements, and derivative works thereof, including all intellectual property rights therein.

#### (4) Account, Password and Security

Ezypay will provide login credentials and instructions via email.

You agree that the access granted is used solely by the entity registered.

Ezypay reserves the right to terminate your access after 30 days of non-activity unless otherwise agreed with Ezypay

# (5) Privacy

You may only use non-live test data. You may not use real customer data or real transactions.

You agree to **Ezypay's Privacy Policy**.

#### (6) Restrictions and Obligations

You will not access or use the Sandbox or Ezypay Products for any other purpose other than provided in this Agreement without Ezypay's prior written consent, and You may only use the Sandbox or Ezypay Products in compliance with applicable law.

You shall not sell, modify, repackage, or provide in any manner the Documentation provided hereunder to a third party under any circumstances. You may make only the necessary number of copies of Documentation in connection with its use of the Ezypay Products or Sandbox for the permitted uses hereunder. "Documentation" means all specifications, user manuals, and any related documentation for the operation and use of the Ezypay Products.

You shall not assign, sublicense, sell, re-sell or otherwise transfer the grant of access to the Sandbox granted hereunder to a third party under any circumstances.

You shall not disassemble, decompile, reverse engineer, or otherwise attempt to discover any of the underlying algorithms, source code or other technologies of any Ezypay Products, in whole or in part, or knowingly permit anyone else to do so.

You are not permitted to become a direct competitor with Ezypay or its Affiliate products or services to Customers. For the avoidance of doubt, You are still permitted to promote their partners.

# (7) Support

We make reasonable efforts to provide you with technical support to facilitate the use of the developer portal and will answer reasonable questions as an additional and free service. We however assume you have some basic knowledge of the applicable technologies. We are not under an obligation to provide you with a certain result or to reach certain service levels, unless explicitly indicated otherwise.

#### (8) Indemnification

You agree to defend, indemnify, and hold Ezypay, its officers, directors, employees, agents, affiliates, assignees and successors, harmless from and against any claims, liabilities, damages, losses, and expenses, (including, without limitation, reasonable legal fees, costs and expenses), arising out of or in any way connected with your use of the Sandbox Service, your violation of this Agreement, your violation of any law, or of any third party rights, including but not limited to intellectual property rights of third parties.

#### (9) Limitation of Liability

To the extent permitted by law, Ezypay will not, under any circumstances, be liable to you or to any third party for indirect, consequential, incidental, special, or exemplary damages, or for lost profits or loss of business arising out of or related to this agreement.

#### (10) Term and Termination

You may terminate your access by providing written notification to <a href="help@ezypay.com">help@ezypay.com</a>

You agree that we can terminate the service or your access at any time without notice.

# (11) Notices

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. If the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of any Substantial Change by posting notice on the Policy Updates page of our website.

# Contact

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**EZYPAY**\*