

TERMS & CONDITIONS ("Conditions")

LAST UPDATE: Oct 02, 2010

1. SCOPE & APPLICATION

1.1 These conditions apply to all purchases of products (including, without limitation, hardware and/or software) ("Products") which are sold through this website ("Site") by: (a) us, the Seller,

PAYPRO GLOBAL, Inc., 250 The East Mall, Suite 1117, Toronto, ON, M9B 6L3, Canada,

PAYPRO U.S. INC., 1209 Orange Street, Wilmington, DE, 19801, USA, or

PAYPRO EUROPE LIMITED, DALTON HOUSE, 60 WINDSOR AVENUE, LONDON, SW19 2RR, UK,

(references to "us", "we" or "our" being construed accordingly), to (b) you, the purchaser (references to "you" or "your" being construed accordingly).

1.2 BY PLACING AN ORDER ON THIS SITE YOU AGREE TO ABIDE BY THESE CONDITIONS.

2. INSTRUCTION TO RIGHT TO REVOCATION (ONLY FOR CONSUMERS)

2.1 RIGHT TO REVOCATION: AS A CONSUMER, YOU WILL HAVE A LEGAL "COOLING OFF PERIOD" DURING WHICH YOU MAY REVOKE YOUR ORDER FOR ANY REASON WITHOUT STATEMENTS OF REASONS. THIS PERIOD IS UP TO TWO WEEKS AND COMMENCES NOT EARLIER THAN THE DELIVERY OF THIS INSTRUCTION. IN CASE OF DELIVERY OF A PHYSICAL PRODUCT THIS PERIOD STARTS WITH DELIVERY OF THE PRODUCT. THE RIGHT TO REVOCATION WILL BE TREATED AS EXERCISED ON THE DATE OF POSTING THE NOTICE OF REVOCATION OR THE DATE OF DISPATCHING THE RETURNED PRODUCT. ALL REVOCATION NOTICES MUST BE IN TEXTFORM (E.G. MAIL, FAX, E-MAIL) AND HAVE TO BE ADDRESSED TO :

PAYPRO GLOBAL, Inc., 250 The East Mall, Suite 1117, Toronto, ON, M9B 6L3, Canada,

YOU CAN ALSO CONTACT US USING THE FOLLOWING LINK:

https://www.payproglobal.com/support_request.aspx

2.2 PLEASE NOTE: YOU HAVE NO RIGHT TO REVOCATION

2.2.1 WHERE YOU ORDER AUDIO RECORDS OR VIDEO RECORDS OR SOFTWARE, WHERE YOU HAVE UNSEALED THE SOFTWARE.

2.2.2 WHERE YOU ORDER BESPOKE OR CUSTOMISED PRODUCTS MADE SPECIFICALLY TO YOUR ORDER OR YOUR NEEDS OR CAN NOT BE RETURNED BECAUSE OF THEIR NATURE, E.G. DOWNLOAD PRODUCTS.

2.3 LEGAL CONSEQUENCES: IF YOU EXERCISE THE ABOVE RIGHT TO REVOCATION, YOU ARE REQUIRED TO RETURN THE RELEVANT PRODUCTS TO US INCLUDING FRUITS THEREOF AND WE ARE REQUIRED TO REIMBURSE YOUR PREPAYMENTS INCLUDING FRUITS THEREOF (E.G. INTERESTS). IF YOU ARE NOT ABLE TO RETURN THE PRODUCTS OR IF THE PRODUCTS ARE DEFECTIVE, YOU ARE REQUIRED TO PAY COMPENSATION. THIS DOES NOT APPLY TO PRODUCTS, WHICH DETERIORATION IS DUE SOLELY TO THE INSPECTION OF THE PRODUCTS - LIKE YOU WOULD DO IT IN SHOPS. YOU MAY PREVENT YOURSELF FROM HAVING TO PAY COMPENSATION FOR DAMAGED PRODUCTS, IF YOU DO NOT MAKE USE OF THE PRODUCTS IN YOUR POSSESSION AND IF YOU TAKE REASONABLE CARE OF THE PRODUCTS IN YOUR POSSESSION. YOU HAVE TO BEAR THE COSTS OF RETURNING THE PRODUCTS, UNLESS YOUR ORDER HAS A VALUE OF MORE THAN 40 USD. IN CASE YOUR ORDER HAS A VALUE OF MORE THAN 40 USD, WE WILL ONLY BEAR THE COSTS OF RETURNING THE PRODUCTS, IF YOU HAD ALREADY MADE PAYMENT OR PART CONTRACTUAL PART PAYMENTS BY THE TIME OF REVOCATION. WHERE WRONG PRODUCTS HAVE BEEN DELIVERED TO YOU, WE WILL BEAR THE COSTS OF RETURNING THE PRODUCTS REGARDLESS OF THE VALUE OF YOUR ORDER. ANY COMPENSATION PAYMENTS FOR DAMAGED PRODUCTS HAVE TO BE MADE BY YOU WITHIN 30 DAYS AFTER YOU HAVE GIVEN YOUR DECLARATION OF REVOCATION.

THE PRODUCT MUST BE RETURNED TO THE RETURN ADDRESS STATED ON THE DELIVERY NOTE THAT WAS ACCOMPANIED WITH THE PRODUCT.

2.4 PLEASE NOTE: SUCH RIGHT TO REVOCATION, WHERE YOU ORDER SERVICES, TERMINATES IF THOSE SERVICES COMMENCE WITH YOUR AGREEMENT BEFORE THE COOLING OFF PERIOD EXPIRES (E.G. DOWNLOAD OF PRODUCTS).

IF YOU REQUIRE MORE INFORMATION ON YOUR RIGHTS, YOU SHOULD CONTACT CUSTOMER SUPPORT.

3. OFFER, ACKNOWLEDGMENT AND ACCEPTANCE

3.1 Any prices, quotations and descriptions made or referred to on this Site do not constitute an offer and may be withdrawn or revised at any time prior to our express acceptance of your order.

3.2 While we make every effort to ensure that items appearing on the Site are available, we cannot guarantee that all items are in stock. We may reject your order (without liability) if we are unable to process or fulfill it. If this is the case, we will refund any prior payment that you have made for that item.

3.3 An order submitted by you constitutes an offer by you to us to purchase Products on these Conditions and is subject to our subsequent acceptance.

3.4 Prior to such acceptance, an automatic e-mail acknowledgement of your order may be generated. The purpose of this acknowledgement is giving you the chance to confirm your order details or to correct type errors. Please note that any such automatic acknowledgement does not constitute a formal acceptance of your order.

3.5 Our acceptance of your order takes effect and the contract concluded at the point where such offer is expressly accepted by us dispatching your order.

3.6 You may view records of orders received, acknowledgements, acceptances and other contract records in our

web-based customer care centre. We may potentially be able to provide you with copies on written request; however you must make sure you print or save a copy of all such documents and these Conditions for your own records.

4. YOUR REPRESENTATIONS

4.1 You represent that information provided by you when placing your order is up-to-date materially accurate and is sufficient for us to fulfill your order. From time to time it is possible that a programming or data transcription error may result in a price that is inaccurate. We will generally honor the posted price, although we reserve the right to the extent permitted by law correct the price and offer to sell you the Products or Services at the correct market price in situations where the price advertised is clearly an error as evidenced by being substantially under market.

4.2 You are responsible for maintaining and promptly updating your account information with us for accuracy and completeness and keeping such information (and any passwords given to you for the purposes of accessing the Site and purchasing Products secure against unauthorized access.

5. PRICE AND TERMS OF PAYMENT (NOTE: WE CANNOT CONFIRM PRICES PRIOR TO ACCEPTANCE OF YOUR ORDER)

5.1 Prices payable for Products are those in effect at the time of order received, unless otherwise expressly agreed. Prices may be indicated on the Site or an order acknowledgement but the authoritative price in the event of any discrepancy, is the price that is notified to you on our Acceptance.

5.2 We have the right at any time prior to our Acceptance to withdraw any discount and/or to revise prices to take into account increases in costs including (without limitation) costs of any materials, carriage, labour or the increase or imposition of any tax, duty or other levy and any variation in exchange rates. We also reserve the right to notify you of any errors in pricing prior to product dispatch. In such event if you choose to continue with fulfillment of the order, you acknowledge that the Product will be provided in accordance with such corrected price.

5.3 Prices (unless stated otherwise) are in the currency quoted on the Site.

5.4 The places that we deliver to are listed on the Site ("Territory"). Unless otherwise specified, prices quoted are

5.4.1 exclusive of the costs of shipping or carriage to the agreed place of delivery within the Territory (charges for which are stated on the Site); and

5.4.2 exclusive of VAT and any other tax or duty which (where applicable) must be added to the price payable (VAT will be shown at the end of the order process);

You agree to pay for shipping or carriage of Products as such costs are specified by us at the point of purchase.

5.5 Payment shall be made prior to delivery and by such methods as are indicated on the Site (and not by any other means unless we have given our prior agreement).

5.6 Except as expressly provided elsewhere in these Conditions or the Site, payment may be taken in full notwithstanding any claim for short delivery or defects. Please consider this also for potentially additional costs for payment transmission (e.g. bank charges).

5.7 We will charge credit or debit cards two working days after order received. We reserve the right to verify credit or debit card payments prior to Acceptance.

5.8 No counterclaim, set-off or reduction may be deducted from any payment due without our written consent, unless the counterclaim has been recognized by declaratory judgment or is undisputed. However, you are entitled to exercise your statutory right of retention with respect to counterclaims within our contractual relationship.

5.9 If you default, you have to pay lump sum damages in the form of interests. If you are a consumer, the interest rate is 5 (five) percentage points above the base interest rate. If you are not a consumer, the interest rate is 8 (eight) percentage points above the base interest rate. We reserve our right to claim more damages occurred due to your default.

5.10 In case of non-payment we retain the right to transmit our claim to the vendor of the software product you purchased, without additional information to you. As a result of this the vendor can claim the receivable from you.

6. TERMINATION

If you commit an act of bankruptcy or enter into a deed of arrangement with creditors or a court order for winding-up is made against you or you take or suffer any similar action in consequence of debt or we have cause to believe that you are unable to pay your debts as they fall due; without prejudice to any of our other rights, we may:

6.1 stop any Products in transit;

6.2 suspend further Product deliveries; and

6.3 by written notice to terminate your order

7 DELIVERY AND RISK

7.1 Delivery timescales/dates specified on the Site, in any order acknowledgement, acceptance or elsewhere are estimates only. While we endeavour to meet such timescales or dates, we shall not be liable to you in respect of delay. In case, we may not be able to deliver the products, we will refund your payments on request.

7.2 Delivery shall be to a valid address within the Territory submitted by you ("Delivery Address"). You must check the Delivery Address on any acknowledgement or acceptance we provide and notify us without delay of errors or omissions. We reserve the right to charge you for any extra costs arising from changes you make to the Delivery Address after you submit an order.

7.3 If you refuse or fail to take delivery of Products provided in accordance with these Conditions, any risk of loss

or damage to the Products shall nonetheless pass and without prejudice to any other rights or remedies we have:

7.3.1 We shall be entitled to immediate payment in full for the Products delivered and either to effect delivery by whatever means we consider appropriate or to store Products at your risk;

7.3.2 You shall be liable pay on demand all costs of Product storage and any additional costs incurred as a result of such refusal or failure to take delivery;

7.3.3 We shall be entitled 30 days after the agreed date for delivery to dispose of Products in such manner as we determine and may set off any proceeds of sale against any sums due from you.

7.4 Were we deliver Products by installments, each installment constitutes a separate contract. If you are not a consumer, any defect in any one or more installments shall not entitle you to repudiate the contract as a whole nor to cancel any subsequent installment.

7.5 If you are a consumer, risk of loss of or damage to the Products passes to you on delivery of the products. If you are not a consumer, risk of loss or damage to the Products passes to you when placed in your possession or that of any carrier, whichever shall occur first.

8. DUTY TO EXAMINE AND TO MAKE COMPLAINTS

8.1 If you are a consumer, you are responsible for checking Products upon delivery and verifying that they are in satisfactory condition, in accordance with their description and complete only with respect to apparent defects and apparent short deliveries. If you fail to notify us about such failure in writing within 2 (two) weeks your rights arising from defective products or short delivery are excluded.

8.2 If you are not a consumer, you are responsible for checking Products upon delivery and verifying that they are in satisfactory condition, in accordance with their description and complete. You have only rights arising from defective products or short delivery, if: defects in Products or short delivery where notified to us in writing within 5 (five) working days at the latest of receipt of the Products or, in case the defect or short delivery was not identifiable, within 5 (five) working days at the latest of taking notice of the defect or short delivery.

9. SOFTWARE

9.1 Where any Product supplied is or includes software ("Software"), this Software is licensed by us or by the relevant licensor/owner subject to the relevant end-user license agreement or other license terms included with Software ("License Terms") and/or the Product. Such Software may not be copied, adapted, translated, made available, distributed, varied, modified, disassembled, decompiled, reverse engineered or combined with any other software, save to the extent that (i) this is permitted in the License Terms, or (ii) applicable law expressly mandates such a right.

9.2 For technical questions to the product you purchased, please contact the vendor directly. Please note that the support from the vendor may be in English based on the country the vendor is from.

10 LIABILITY LIMITATION

10.1 We shall be liable to you for any damages arising in connection with Products and Services provided hereunder to the extent that intent or gross negligence can be attributed to our representatives, our agents or ourselves.

10.2 We shall further be liable to you for any damages arising in connection with the Products and Services provided hereunder to the extent such damages are caused by our representatives, our agents or ourselves through a negligent breach of a material contractual obligation. In such cases our liability is limited to the amount of damages that were typically foreseeable upon entering into the relevant contract.

10.3 This limitation of liability applies to all damages claims, irrespective of their legal basis and including but not limited to liability for contractual, pre-contractual and collateral claims. This limitation of liability shall not limit any mandatory statutory liability, including liability under the German product liability act or liability for personal injuries caused by negligence.

10.4 You shall take all reasonable measures to prevent and mitigate damages hereunder. Without limiting the generality of the foregoing, you shall make backup copies of your files in reasonable intervals, but at least once per day, in order to allow lost or disrupted data to be recovered with reasonable efforts only. Failure to comply with these obligations is deemed to be contributory negligence.

11. RETENTION OF TITLE

11.1 Title to Products in any one order shall not pass from us to you until payment in full of the price in respect of such order (including any interest or other payments due in respect of those Products). Until payment has been made in full for any Products, you shall have possession of those Products as our agent and shall (subject to the provisions of Condition 10.2 below) store the Products in such a way as to enable them to be readily identified as our property, and keep proper and accurate records to enable us to distinguish Products for which payment has been made in full from those Products for which payment is outstanding. You shall not seize the products or transfer the products by way of security. If you are a consumer, you shall not resell products.

11.2 If you are not a consumer, you are allowed to sell products before passing of title. In this case, you shall hold (on a fiduciary basis) all proceeds of such sales or of other legal grounds in trust for us and in a separate account. You undertake immediately upon being so requested by us to assign to us all rights in respect of those proceeds and that separate account and/or all rights and claims which you may have against any customers arising from such sales until payment is made in full as aforesaid and not to assign such rights and claims to any third party without our prior written consent.

11.3 We reserve the right (subject to applicable law) to repossess any Products in respect of which payment is negligently overdue and thereafter to resell the same and for this purpose, you hereby grant us an irrevocable right and licence to our servants and agents to enter upon your premises during normal business hours, provided we have given reasonable prior written notification. This Condition 10.3 shall continue in force notwithstanding termination of the contract howsoever caused.

11.4 Such assertion of our rights does not constitute rescission, unless we have explicitly notified you.

12 THIRD PARTY RIGHTS

You shall indemnify us against any and all liabilities, claims and costs incurred by or made against us as a direct or indirect result of us performing Services or carrying out any work on or to the Products where this has been done to your (or your representative's) specific requirements or specifications causing an infringement or alleged infringement of any proprietary rights of any third party.

13. YOUR RIGHTS IN CASE OF DEFECTS

13.1 All Product specifications, illustrations, drawings, particulars, dimensions, performance data and other information on the Site or made available by us are intended to represent no more than a general illustration of the Products and do not constitute a warranty or guarantee by us that the Products will conform with the same. The manufacturer's specifications and documentation exclusively determines the contractual performance description (the "Performance Description").

13.2 If a Product (i) is not capable of complying with the relevant Performance Description, or (ii) violates intellectual property rights or other third party rights, the Product shall qualify as defective ("Defective Product" or "Defect").

13.3 In case a Product contains a Defect, you shall set a reasonable period for us to remedy the Defect. Your right to renewed performance shall be modified so that we at our option may (i) either repair or (ii) deliver a replacement for the Defective Product.

13.4 If we do not succeed within a reasonable period to remedy a Defect, you shall be entitled, to make use of your statutory rights in accordance with the following:

13.4.1 Your right to lower the purchase price shall be excluded.

13.4.2 Your right to rescission only extends to the relevant offer.

13.4.3 Prior to exercising your right to rescission you will set one additional reasonable period for us to remedy the Defect.

13.5 As soon as you have exercised your right to rescission, your right to use the Product shall end. In this case, you must agree to a "letter destruction" which requires you to uninstall the Product from your computer and destroy any digital or disk copies of the Product.

13.6 If you are a consumer, your rights hereunder shall expire after 24 month after delivery of the products. If you are not a consumer, your rights hereunder shall expire after 12 month after delivery of the products.

13.7 Your above rights of removal of Defects of any Products or any part or parts thereof (except where agreed otherwise) be negated or rendered void where:

13.7.1 Products have been repaired or altered by persons other than the manufacturer, us or any authorized dealer; and/or

13.7.2 Defects are due (wholly or partially) to mistreatment, improper use or storage or maintenance or installation, or failure to observe any manufacturers' instructions or other directions issued or made available by us in connection with the delivered Products.

13.8 In case you consider that you have a right to rescind the contract, please tell us the reason for this rescission. We will check back with the vendor's applicable procedures.

14 CONSENTS, CUSTOMS DUTIES & EXPORT

14.1 If any license or consent of any government or other authority is required for the acquisition, carriage or use of the Products by you, you shall obtain such license or consent at your own expense and if necessary produce evidence to us on demand. Failure so to do shall not entitle you to withhold or delay payment of the price. Any additional expenses or charges incurred by us resulting from such failure shall be met by you.

14.2 Products licensed or sold to you under these Conditions may be subject to export control laws and regulations in the Territory or other relevant jurisdiction where you take delivery or use them. You shall be responsible for complying with those laws and will not do anything to breach them.

14.3 Items entering the European Economic Area (EEA) from outside over a certain value may be subject to customs charges (e.g. where costs are in excess of your personal import allowance). You may be subject to customs charges, import duties and taxes, levied when the Product reaches your specified destination. Any such additional charges for customs clearance or import duties or taxes must be met by you, since we have no control over what these charges are. You should contact the local customs office in the relevant jurisdiction for further information on customs policies or duties.

15. NOTICES

Any notice or other communications in relation to our contract may be given by sending the same by hand delivery, pre-paid post, fax or e-mail to the latest address and contact that one party has notified in writing to the other. This will also be the address for service of legal proceedings in the manner prescribed by law.

16. PERSONAL INFORMATION AND YOUR PRIVACY

16.1 We will observe applicable data protection laws and will not use information that does or can be used to personally identify you ("Personal Data") you other than as set out in our Privacy Statement.

16.2 We hereby bind ourselves to transmit all information, including your personal information, to the relevant manufacturer, licensor, or supplier of Products and Services ordered hereunder, in order for them to fulfill a service to us for your benefit or directly to you. We hereby bind ourselves to provide your information in order to register your purchase with the manufacturer or service provider for warranty, technical support, after sales

service or similar purposes.

17 GENERAL

17.1 You shall not assign your rights to third parties under these Conditions.

17.2 These Conditions supersede and cancel all previous contracts and working arrangements whether oral or written, express or implied, between us. Any purported terms or provisions to the contrary are hereby excluded. This exclusion refers particularly with regard to terms that are specified by you, e.g. Terms and Conditions. We reserve the right to vary or alter these Conditions without notice.

17.3 No forbearance, delay or indulgence by either you or us in enforcing any of these Conditions or the granting of time by either party to the other shall prejudice or restrict such rights and powers.

17.4 No waiver of any term or condition of these Conditions shall be effective unless made in writing and signed by us. The waiver of any breach of any Condition shall not be construed as a waiver of any subsequent breach or condition.

18 GOVERNING LAW AND JURISDICTION

18.1 The construction validity and performance of these Conditions shall be governed by Canadian Law.

18.2 To the extent that you are a merchant, public law entity or public special fund the parties submit to the exclusive jurisdiction of the Courts in Ontario in the event of legal proceedings arising from any dispute. The language of any dispute resolution procedure or any proceedings will be English.

18.3 If for any reason we determine or a court of competent jurisdiction finds that any provision or portion of these Conditions or of other agreements to be invalid under applicable law in a particular jurisdiction:

18.3.1 these Conditions and other provisions will not be affected in other jurisdictions to the extent that such determination or finding has no application; and

18.3.2 in the relevant jurisdiction, the remainder of these Conditions and of other agreements will continue in full force and effect.