Last updated on August 02, 2023

This is to notify all users and visitors that the product offered under the brand name "SettlePay", accessible at settlepay.digital, is a product of WorldSec. Please be aware that all operations, services, and products associated with SettlePay are managed and provided by WorldSec.

Any interactions, transactions, or engagements undertaken through the SettlePay website are inherently linked to WorldSec, and by using the SettlePay site, users agree to the terms and conditions set forth by WorldSec. The information, services, and products provided under the SettlePay brand are bound by the legal and regulatory frameworks governing WorldSec.

WorldSec Payments Limited ("us" or "we" or "our" or "WorldSec") is an authorized electronic money institution with MSB registered number M21596498, incorporated under the laws of Canada, with registered offices at 1095 MCKENZIE AVE. SUITE 300, VICTORIA, BC, CANADA V8P2L5.

Please read the terms & conditions set out herein (this "agreement") carefully before accepting them and using the services provided by us. You agree that any use of our services by you shall constitute your acceptance of this agreement. If you do not accept the terms and conditions outlined in this agreement, do not access or use worldsec services.

The activity of WorldSec is regulated by the FINTRAC. This Agreement is an electronic agreement between you and WorldSec. This Agreement emphasizes certain risks associated with the use of our services. This Agreement is made in English and the English version of the Agreement prevails over any other version translated into any other language, which may be provided by us to you for convenience purposes.

1. Application Scope

This Agreement and our products and services are not directed at residents of the Afghanistan, Albania, Bahamas, Barbados, Bosnia and Herzegovina, Botswana, Cambodia, Central African Republic, Cuba, Democratic Republic of Korea (North Korea),Democratic Republic of the Congo, Egypt, Ghana, Guinea, Guinea-Bissau,Guyana, Iran, Iraq, Jamaica, Laos, Lebanon, Libya, Mauritius, Mauritania, Mongolia, Myanmar, Nicaragua,Palestinian Territory, Panama, Somalia,South Sudan, Sudan, Syria, Trinidad & Tobago, Uganda, Vanuatu, Venezuela, Yemen, Zimbabwe (hereinafter: "Restricted Countries"), and is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the responsibility of users of our Services to ascertain the terms of, and comply with, any local law or regulation to which they are subject. Certain partial restrictions may apply to additional geographic areas, as shall be notified by us from time to time. The Restricted Countries list may change from time to time for reasons which include but are not limited to licensing requirements and any other legal and regulatory changes.

2. Definitions

2.1 "Account" shall mean a record created and maintained by the Software that accumulates and stores all information about the Customer, including without limitation Transactional history, e-Money balance, and the Customer personal information.

2.2 "Commission" shall mean a percentage of the Transaction Price, which is payable by you to WorldSec as a fee for the Services.

2.3 "Customer" shall mean a person using the Services, including you (hereinafter: "you" or "your").

2.4 "e-money" shall have the meaning prescribed to it by the Electronic Money Regulation 2011 (SI 2011/99).

2.5 "Force Majeure" shall mean any act or event beyond WorldSec's reasonable control, including without limitation non-delivery or defective delivery of third party services necessary to provide the Services (including but not limited to those of our partners, vendors and suppliers), strike, lock-out or other industrial action by third parties, civil commotion, riot, invasion, terrorist activity or threat thereof, war (whether declared or not) or threat or preparation for war, fire, explosion, lightning storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, power failure, and acts of government or other competent authorities.

2.6 "Funding Source" shall mean your bank card or a bank account, or an account open with a payment services provider integrated with WorldSec. The list of such providers is available at this website.

2.7 This website and/or the WorldSec mobile application, including their data and content.

2.8 "Services" shall have the meaning given in Clause 3 of this Agreement.

2.9 "Software" shall mean a software owned or licensed by WorldSec and enabling Transactions' processing.

2.10 "Transaction" shall mean any of the following: (i) purchase of our e-Money by the Customer; (ii) redemption of our e-Money by the Customer; (iii) foreign exchange.

2.11 "Transaction Price" shall mean the total amount paid by the Customer for any Transaction performed through the Services denominated in any currency.

3. Services

WorldSec provides you with an access to a web-platform owned or and managed by WorldSec that is licensed and supervised by a FINTRAC for buying e-Money, transferring e-Money to other Customers or to a bank account, using e-money to pay merchants for goods and services, and convert between various currencies.

Your Account is not a bank account and it does not generate interest.

4. Eligibility

4.1 To use the Services, you:

4.1.1 must be at least 18 years old (and at least the legal age in your jurisdiction), be of sound mind and capable of taking responsibility for your own actions;

4.1.2 must establish the Account in accordance with the instructions given in the Website, including indicating your consent to be bound by this Agreement;

4.1.3 must not be in violation of any of the provisions of this Agreement or otherwise have a limited access to your Account, or have your Account closed by WorldSec;

4.1.4 must not be a resident of any of the Restricted Countries, specified in Clause 1 above;

4.1.5 confirm that all details provided by you to us, either during the registration process or at any time afterwards (including as part of any use of the Services), are true, current, accurate, complete and not misleading and, as appropriate, match the name(s) on the credit/debit card(s) or other payment accounts to be used to transfer or receive currency. Any attempt to use other means of payment shall be considered fraudulent;

4.1.6 confirm that your Account with WorldSec is solely for your benefit and that your use of the Services and the Website is at your option, discretion and risk;

4.1.7 confirm that you are responsible for the security of your private key, username and password on your own PC or Internet access location. If this username password combination is "hacked" from your computer due to any viruses or malware that is present on the computer that you access your account with, this is your sole responsibility. You should report immediately to WorldSec any possible hacking attempts or security breaches from your computer terminal;

4.1.8. confirm that you are solely responsible for recording, paying and accounting to any relevant governmental, taxation or other authority for any tax or other levy that may be payable on any amounts transferred to you or which you receive with respect to your use of the Services;

4.1.9 confirm that you are responsible for obtaining access for your device to telecommunications networks and the Internet and for acquiring any other consents and permissions required for your device to connect with the Website and receive the Services; and

4.1.10 confirm that you may not use the Website or the Services for any unlawful, criminal or fraudulent activity or any prohibited transaction (including money laundering) under the laws of any applicable jurisdiction.

4.1.11 each User is allowed to add funds to own Account only via payment method that belong to such User.

4.1.12 each User is allowed to withdraw funds from own Account only via payment methods that belong to such User.

4.1.13 withdrawals to third party accounts or payment methods are not allowed.

5. Account establishment

To use the Services, you must apply for an Account and provide the information requested on the registration page of the Website. You must not provide any false, inaccurate, incomplete or misleading information. You must notify WorldSec immediately upon any change of the information provided for the Account registration by sending an email at **hbd@settlepay.net.**

By applying for an Account and using the Services, you:

5.1 agree and accept without any reservation the terms and conditions of this Agreement (as may be amended from time to time), the WorldSec privacy policy and any other applicable documents, requirements, instructions or procedures prescribed by the Website; and

5.2 You declare and confirm, that you are eligible to use the Services in accordance with Clause 4 above and you are authorized to accept this Agreement and be bound by its terms.

It remains in our sole discretion whether we open an Account to you. If your application is approved, we will advise you as soon as possible.

You may only have one Account. Any attempt to create more than one Account will be considered as a fraudulent behaviour and will entail consequences described in Clause 18 of this Agreement.

6. Use of the Services

You will be able to use our Services immediately upon your Account activation.

Unless otherwise provided by this agreement, all transactions are non-refundable, irrevocable and cannot be changed once completed.

You have to ensure to provide WorldSec with the precise and correct instructions related to a Transaction initiated by you. WorldSec is not liable for an outcome of any Transaction performed under incorrect or misleading information provided by you.

6.1 Types of Transactions

You may buy e-Money issued by WorldSec by transferring the relevant amount of funds from your Funding Source to your Account. The e-Money balance will be available to you immediately upon completion of the Transaction. You will be able to use our e-Money to pay for goods and services of various merchants, complete foreign exchange operations, perform peer-to-peer transfers, and receive debit/credit card payments for the sale of goods and services online.

Unless otherwise provided by this Clause 6, you may perform Transactions anytime by sending the relevant instructions through the Website and by funding the Transactions using your e-Money balance or your Funding Source. Use of a third-party Funding Source for funding your Transaction is prohibited.

Unless otherwise provided by this Clause 6, you may exchange any currency to our e-Money or another currency by requesting the relevant service via the Website. The funds will be deposited to your Account or to your Funding Source respectively. WorldSec reserves the right to retain any funds if WorldSec reasonably suspects that such Funding Source does not belong to you.

For security purposes, WorldSec will have to verify that the Funding Source linked to your Account belongs to you. You will not be able to perform any Transaction within the first three business days following the day when your Funding Source has been linked to your Account. This rule will apply to each new Funding Source that you link to your Account.

6.2 Transactional Thresholds

Upon registration of an Account, you will be able to perform Transactions within certain amounts according to the limits established by WorldSec and the applicable law and available at this website. You will be able to provide some additional information as instructed by WorldSec in order to increase or eliminate these limits.

6.3 Acceptable Use

When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using the Services. Without limiting the generality of the foregoing, you agree that you will not:

6.3.1 use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;

6.3.2 use the Services to pay for, support or otherwise engage in any illegal gambling activities, fraud, money-laundering, terrorist activities, or other illegal activities;

6.3.3 use any robot, spider, crawler, scraper or other automated means or interface not provided by WorldSec to access the Services or to extract data;

6.3.4 use or attempt to use another Customer's Account without authorization;

6.3.5 attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;

6.3.6 develop any third-party applications that interact with the Services without our prior written consent; and

6.3.7 provide false, inaccurate, or misleading information.

6.4 Declining the Transaction

WorldSec may refuse to process a Transaction, if:

6.4.1 Your Funding Source does not have sufficient funds at the time of a Transaction;

6.4.2 You fail to pay any outstanding amounts due to WorldSec;

6.4.3 We have reasonable grounds to believe that you are acting in breach of this Agreement;

6.4.4 We believe that a Transaction is suspicious or potentially illegal (for example, if we believe that a Transaction is being made fraudulently or by using the Software flaws), or otherwise violates this Agreement; or

6.4.5 There are errors or failures, whether mechanical or otherwise.

If we refuse to process a Transaction because we think it is suspicious or potentially illegal, we will contact you by phone, if we are permitted to do so under applicable law. If we refuse to process a Transaction for any other reason, we will inform you by email without undue delay and in any event by the end of the next business day, giving our reasons and explaining how you can correct those reasons, unless informing you would compromise security measures or be unlawful.

7. Commission

Commissions applicable to your Account are set out in the Fees section of the Website. WorldSec reserves the right to change the Commissions anytime in its sole discretion without providing a prior notification to you.

The Commission amounts will be deducted from your Funding Source and settled immediately after the corresponding Transaction is completed.

8. Customer Verification/Due Diligence

You will not be able to use some of the Services until you have passed our identity and security validation and verification checks, and provided information and documents requested in accordance with the applicable anti-money laundering regulations. We may check all personal and identity verification information you provide WorldSec with credit reference or fraud prevention agencies and other organizations. These agencies may keep a record of your information and the searches made. However, we do not perform a credit check and any search is for identity purposes only and will be recorded as such. We shall keep records of the information and documents we obtain to verify your identity in accordance with all applicable legal and regulatory requirements.

For the purposes of anti-money laundering prevention and combatting terrorist activities, WorldSec reserves the right to request any additional information and documents from you about you and/or your Transactions, and suspend your access to your Account anytime in case the documents or information provided by you are unsatisfactory or insufficient, as WorldSecdecides in its sole discretion.

Should the documents fail our internal identity or security checks – for example, if we suspect that they have been tampered with, or are in any way proven to be misleading or misrepresenting – we shall be under no obligation to accept such documents as valid, and under no obligation to provide feedback on the exact nature of our findings with regards to

these documents. In addition, we may request that you attend a video call to verify your identity.

9. Account Security

It is your responsibility to keep your identification, security information, password, security questions and answers and other information specific to your Account confidential and never disclose them to anyone. Should another person gain access to your Account by passing all security validation and verification checks, WorldSec may be entitled to treat any Transaction conducted by that person as valid and authorised by you and will not be responsible for any loss or damage you may incur as a result.

Your Account access will be protected by one of the verification mechanisms allowed by WorldSec and chosen by you in course of the Account application. You will be able to activate an additional verification mechanism to ensure your Account is protected from an unauthorized access and use. For instance, if you chose to use a password or a social network account log in as an authorization mechanism, you may activate an SMS verification that will request you to enter an SMS-code sent by WorldSec every time before accessing the Account. Activating an additional verification instrument is advisable to strengthen your Account's security.

If you have any indication or suspicion that your Account, password, or other security details are lost, stolen, misappropriated, used without authorisation or otherwise compromised, you should change your password and contact WorldSec immediately by sending an email at **hbd@settlepay.net**. Any delay in notifying WorldSec will result in you being liable for any and all losses.

10. Unauthorized Transactions

If you think a processed Transaction is unauthorised or has been incorrectly executed, you must notify WorldSec immediately via email at **hbd@settlepay.net**. We will investigate the circumstances, and, will make efforts to trace the Transaction immediately per your request and will notify you about the result.

If you believe that you did not authorise a particular Transaction, or that a Transaction or deduction was incorrectly executed:

10.1 You must contact us without undue delay (i.e. as soon as you become aware of the problem). We will not be held liable for any Transaction that was unauthorised or incorrectly executed if you have failed to contact us without undue delay – in these circumstances you may be held liable for the entire loss of the Transaction. You should also describe the disputed Transaction in writing, setting out full details of the Transaction and your reason for disputing it.

10.2 You must provide us with all receipts and information that are relevant to your claim. Subject to you notifying us without undue delay, we shall refund to you the amount of any Transaction notauthorised by you immediately.

If we subsequently establish that the Transaction was authorised by you, or you have acted fraudulently or have with intent or gross negligence failed to keep your Account's security details safe, we may deduct the amount of the Transaction from your Account balance. If you do not have sufficient Account balance for the deduction, you must repay us the amount immediately on demand.

If you have acted fraudulently or have with intent or gross negligence failed to keep your Account security details safe, you will also be liable for all losses we suffer in connection with the unauthorised Transaction, including but not limited to the cost of any investigation we carry out in relation to the Transaction.

11. Fraud Liability

If our investigation shows that a Transaction reported by you as unauthorised or incorrectly executed was in fact authorised by you or correct, or you have acted fraudulently or with gross negligence (for example, by failing to keep your security information secure), or you performed a Transaction by using the Software flaws, WorldSec may, in its sole discretion, cancel the Transaction and restore your Account to the state it would have been if the Transaction had not taken place, and/or terminate this Agreement, close your Account, and deny you from using the Services in the future. In the event of a debt arising on an account that is directly related to confirmed cases of fraud, WorldSec has the right to use the balance of funds on such account for the purpose of repayment of the debt. Depending on the particular circumstances, WorldSec may decide to submit information about the Transaction and your related activities to the relevant state authorities for further investigation.

12. Privacy

You agree that WorldSec can use your personal information in accordance with our privacy policy. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws and regulations. You can withdraw your consent to us providing the Services to you at any time by closing your account with us. However, we may retain and continue to process your personal information for other purposes. Our privacy policy is available on the Website and provides details of your personal information that we collect, how such personal information is used, and who we share it with.

13. Risk disclosure

For the avoidance of doubt, you acknowledge and agree that WorldSec does not act as a financial advisor, does not provide any investment advice in connection with the Services contemplated by this Agreement, and any communication between you and WorldSec cannot be considered as an investment advice. Without prejudice to our foregoing obligations, in asking us to enter into any Transaction, you represent that you have been solely responsible for making your own independent appraisal and investigations into the risks of the Transaction. You represent that you have sufficient knowledge, market sophistication and experience to make your own evaluation of the merits and risks of any Transaction and that you received professional advice thereon. We give you no warranty as to the suitability of the Services and assume no fiduciary duty in our relations with you.

14. Taxation

WorldSec makes no representations concerning the tax implications of the Transactions or the possession or use of the Account. The Customer bears the sole responsibility to determine if any currency or potential appreciation or depreciation in the value of such currency over time has tax implications for the Customer in the Customer's home jurisdiction. By using the Services, and to the extent permitted by law, the Customer agrees not to hold WorldSec liable for any tax liability associated with or arising from the Customer's use of the Services.

15. Disclaimer of Warranties

You expressly agree that you are using the services at your sole risk and that the services are provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under the applicable law), completeness and/or accuracy of the website and/or the services and/or infringement of applicable laws and regulations. The entire risk as to the use, quality and performance of the services and/or website lies with you.

16. Limitation of Liability; Waivers

WorldSec has no obligation to maintain your account name or password. If you misplace, forget or lose your account name or password because of anything other than gross negligence or wilful misconduct, WorldSec shall not be liable.

WorldSec has no obligation to maintain your account name or password. If you misplace, forget or lose your account name or password because of anything other than pat set's gross negligence or wilful misconduct, WorldSec shall not be liable.

To the maximum extent permitted by applicable law, in no event will WorldSec, its affiliates and/or their respective service providers, and/or any of their respective officers, directors, agents, joint venturers, employees and their representatives, be liable to you or anyone on your behalf, for any direct, consequential, indirect, incidental or special damage or loss of any kind whatsoever; and/or any loss of business, profits, revenues, contracts or anticipated savings; and/or loss or any damage arising from your use of the website or services, all whether based in contract, tort, negligence, strict liability or otherwise, arising out of or in connection with authorized or unauthorized use of the website and/or services.

You agree that any claim or cause of action which you may have arising out of or related to the use of the website, services, or to this agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

We shall not be liable to you in anyway whatsoever for the transfer of any and all currency if you provide us with any incorrect and/or incomplete payment details.

Notwithstanding the foregoing, nothing in this agreement shall affect your statutory rights or exclude injury arising from any wilful misconduct or fraud of WorldSec.

17. Intellectual Property and Third-Party Content

You may only install and use the software connected to the Website (the "Platform") and all content derived from the Platform, including without limitation the patents, copyrights, design rights, trademarks and any other intellectual property rights in the Platform, in connection with the Services, for your personal and non-commercial use and in accordance with this Agreement. The Platform's code, structure and organization are protected by intellectual property rights. You must not: (i) copy, interfere with, tamper with, redistribute, publish, reverse engineer, decompile, disassemble, amend, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise; (ii) sell, assign, sublicense, transfer, distribute or lease the Platform; (iii) make the Platform available to any third party through a computer network or otherwise; (iv) export the Platform to any country (whether by physical or electronic means); or (v) use the Platform in a manner prohibited by any laws or regulations which apply to the use of the Platform (collectively the "Forbidden Practices").

You will be liable to us for any damage, cost or expense we suffer or incur that arise out of or in connection with your committing any of the Forbidden Practices. You shall notify us as soon as reasonably possible after becoming aware of the commission by any person of any of the Forbidden Practices and shall provide us with reasonable assistance with any investigation we may conduct in light of the information provided by you in this respect.

The brand names relating to the Website and any other trademarks, service marks and/or trade names used by us either on our own behalf from time to time (the "Trademarks") are owned by us or our licensors. In addition to the rights in the Trademarks, we and/or our licensors own the rights in all other content of the Website (the "Content"). By using the Services, you shall not obtain any rights in the Trademarks or the Website Content and you may use the Trademarks and Content only in accordance with the provisions of this Agreement.

WorldSec makes no representations whatsoever about any other interface which you may access through the Website. Notwithstanding anything to the contrary herein, the Website may provide links or other forms of reference to other interfaces, resources or data, over which WorldSec has no control ("External Content"). Therefore, you acknowledge that any link to an External Content is provided in the Website for convenience purposes only. WorldSec is not responsible for the availability or a content of the External Content, including opinions, advice, statements, prices, activities and advertisements, and you use such content at your own risk. You have to review the policies posted on the External Content regarding privacy and other topics before using it.

18. Suspension, Closure and Termination

Your Account does not expire and will remain valid until cancelled by either you or WorldSec.

Within 14 (fourteen) days of the date of opening your Account, you have the right to close your Account at no cost by contacting WorldSec and requesting that in writing; provided, however, that you will be liable for all Transactions made by you during such period. After the initial 14-day period, you may close your Account at any time by giving one month's notice to WorldSec in writing via email at **hbd@settlepay.net**.

When your Account is closed, it cannot be used. You will remain liable for all obligations relating to your Account even after your Account has been closed. Closing your Account does not mean that we delete the personal data that we hold on you and we will continue to store such data, including the history of your Transactions for a minimum period of 5 (five) years as required by law.

We may terminate this Agreement and close your Account by giving you a one month's notice via email with or without reason.

We may suspend or terminate this Agreement and your Account, or refuse to reactivate your Account, immediately upon a notice given to you via email:

18.1 if you violate any provision of this Agreement and fail to resolve the matter in a timely manner;

18.2 if you act in a manner that is threatening or abusive to our staff or any of our representatives;

18.3 if you fail to pay Commission or any part of the Transaction Price;

18.4 if your Account is dormant and its balance has reached zero;

18.5 if you attempt to gain unauthorized access to the Software or another Customer's Account or provide assistance to others attempting to do so;

18.6 if you overcome our Software security features;

18.7 in case of some unexpected operational difficulties on our side;

18.8 if we are concerned about the security of your Account;

18.9 if we suspect your Account is being used in an unauthorised manner, including without limitation, by a person other than you, or that the Services are being used for the benefit of someone other than you, or used to commit fraud or for other illegal purposes;

18.10 if we need to do so to comply with the law or with a request of law enforcement or other government agencies;

18.11 we are so required by a subpoena, court order, order or request of a government authority or regulatory authority;

18.12 you take any action that we deem as circumventing our controls, including without limitation opening multiple Accounts;

18.13 use of your Account is subject to any pending litigation, investigation, or government proceeding or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity;

18.14 our service partners are unable to support your use of the Services;

18.15 we believe that you adversely affect our reputation;

18.16 we reasonably believe that your Account is associated with any account that has been suspended or terminated for breach of this Agreement or suspended for any other reason;

18.17 if you do not provide information upon the request of WorldSec or the information provided does not meet WorldSec's requirements;

- 18.18 due to a Force Majeure event; or
- 18.19 for any other reasonable ground we deem fit.

We will notify you on the above circumstances as soon as we can before we do this, if possible, or otherwise immediately afterwards, giving our reasons, unless letting you know would compromise reasonable security measures or be otherwise unlawful

The right to terminate this Agreement and to close your Account shall not stop you or us from exercising any other right or remedy in respect of the breach concerned (if any) or any other breach.

19. Governing Law and Jurisdiction

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be resolved by binding arbitration administered by the Canadian Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada, and the venue of any arbitration commenced under this section shall be in Burnaby, British Columbia, Canada. Arbitration shall take place in English before a single arbitrator who is a practicing commercial lawyer licensed in the Province of British Columbia. User agrees to waive any right User may have to commencement of or participation in any class action against WorldSec related to the Platform Services. User also agrees to opt out of any class proceedings against WorldSec or its licensors.

20. Miscellaneous

20.1 Entire Agreement. This Agreement contains the entire agreement and supersedes all prior and contemporaneous understandings between the parties regarding the Services. In the event of any conflict between this Agreement and any other agreement you may have with WorldSec, the terms of this Agreement shall prevail.

20.2 Amendment. We reserve the right to make changes or modifications to this Agreement from time to time, in our sole discretion. We will provide you with a notice of at least 60 (sixty) calendar days of any material changes by sending an email, providing notice on the Website and updating the "Last Updated" date at the bottom of this Agreement. The amended Agreement will be deemed effective immediately upon posting for new Customers. In all other cases, the amended Agreement will become effective upon the earlier of either: (i) the date a Customer clicks a button to accept such changes, or (ii) continued use of the Services 15 (fifteen) days after WorldSec provides notice of such changes. The amended Agreement will apply prospectively to use of the Services after such changes become

effective. If you do not agree to any amended Agreement, you must discontinue using the Services and contact WorldSec to close your Account.

20.3 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

20.4 Force Majeure Events. Neither party shall be liable for any inaccuracy, error, delay in, or omission of the transmission or delivery of information; or any loss or damage arising from any Force Majeure.

20.5 Assignment. You may not assign or transfer any of your rights or obligations under this Agreement without prior written consent from WorldSec, including by operation of law or in connection with any change of control. WorldSec may assign or transfer any or all of its rights or obligations under this Agreement, in whole or in part, without obtaining your consent or approval.

20.6 Outsourcing. Subject to applicable laws and regulations, WorldSec may outsource any or all of the Services it provides under this Agreement to third parties.