



Epay World

# WEBSITE & ONLINE ORDER APPLICATION & AGREEMENT

Sales ID: \_\_\_\_\_

Sales Name: \_\_\_\_\_

## 1. COMPANY INFORMATION

DBA Name:		Legal Name:	
DBA Address:		City:	State: Zip:
Tel:	Fax:		
Owner's Name:		Contact Phone:	
Email:			

## 2. WEBSITE INFORMATION

Set-Up Option: <input type="checkbox"/> Integrate with Existing Site <input type="checkbox"/> Replacing Existing Site <input type="checkbox"/> Create New Website	
Existing Website:	
Domain Option: 1.	
2.	
3.	
Template ID:	Visit <a href="http://www.epaystudio.com">www.epaystudio.com</a> and choose the template

## 3. WEBMASTER INFORMATION (If Applicable)

Name of Webmaster:	Domain Log-In:
FTP/Host Credentials:	Username & Password:

## 4. WEBSITE FEE

One-Time Design Fee:	One-Time	\$
Hosting & Maintenance:	Yearly	\$
Online Order :		\$
		\$
	<b>Total Amount:</b>	\$

## 5. PAYMENT METHOD

CREDIT CARD <input type="checkbox"/>	Card Number: _____
	First Name: _____ Last Name: _____ (on credit card)
	Billing Address: _____
	Expire Date: ____/____/____ CVV: _____
ACH <input type="checkbox"/>	(Must attach a copy of void check)

Undersigned agrees to all terms and conditions contained in this Websites Agreement. I have reviewed this information in detail and by signing this form, all the provided details and information are true in its entirety. I authorize Epay World to use this information, and I acknowledge that the origination of all charging transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this application form.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Epayworld, LLC Website Terms of Use

These terms of use (the "**Agreement**") form an agreement between you ("**You**") and Epayworld, LLC (the "**Company**", "**We**" or "**Us**"). The effective date of this Agreement is when You accept or are deemed to accept this Agreement as discussed below.

You hereby consent to the exchange of information and documents between You and Us electronically over the Internet or by email and that this electronic Agreement shall be the equivalent of a written paper agreement between You and Us.

1. **Ownership and Copyright.** You acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, company names, trade-marks, logos and trade-names contained on this website (collectively the "**Content**"), including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, the Company or its licensors, as the case may be.

2. **Permitted Use.** The Company hereby grants to You a limited, revocable, personal, non-transferable and non-exclusive license to access, read and download one copy of the Content solely for the purpose of evaluating the services offered by us ("**Services**").

3. **Restrictions On Use.** You agree that You will not:

a. distribute the Content for any purpose, including, without limitation, compiling an internal database, redistributing or reproducing the Content by way of the press or media or through any commercial network, cable or satellite system; or

b. create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sublicense, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of the Company or its licensors or allow any third party to access the Content. The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law.

4. **License to Use Your Information.** With the exception of your non-public personal information, You hereby grant to the Company the perpetual, unlimited, royalty-free, worldwide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sublicense, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use any information or other content You provide on or through this website or which is sent to the Company by email or other correspondence, including, without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein, for any purpose whatsoever. The Company shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed to by the Company in writing or required by law. You represent and warrant that you have the right to grant the license set out above.

5. **Personal Information.** The Company may from time to time, but is not obligated to, monitor your use of the website and collect, store, use and disclose information concerning you to solicit you to offer you payment Services, and You hereby consent to such collection, storage, use and disclosure and waive any right of privacy You may have in it.

6. **Privacy Statement.** Non-public personal information shall be collected, stored, used and disclosed by Us in accordance with Our privacy policy posted at our website.

7. **Service Agreement.** If You procure Services from the Company or one of its suppliers or sponsors, then such Services shall be delivered pursuant to a separate agreement and are not provided hereunder and You shall have no rights or claims in respect of such Services hereunder.

8. **Limitations on Liability and Disclaimers.**

**THERE IS NO GUARANTEE THAT PERSONAL INFORMATION AND TRANSACTIONS ON THIS WEBSITE OR ON THE INTERNET WILL BE MAINTAINED CONFIDENTIAL AND SECURE. THE USE OF THIS WEBSITE AND THE CONTENT IS AT YOUR OWN RISK, AND THE COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY PERTAINING TO THE CONTENT, YOUR USE OF THE WEBSITE OR THE RECEIPT, STORAGE, TRANSMISSION OR OTHER USE OF YOUR PERSONAL INFORMATION.**

This website may contain links to other sites. The Company does not assume responsibility for the accuracy or appropriateness of the information, data, opinions, advice or statements contained at such sites, and when You access such sites, You are doing so at Your own risk. In providing links to the other sites, the Company is in no way acting as a publisher or disseminator of the material contained on those other sites and does not seek to monitor or control such sites. A link to another site should not be construed to mean that the Company is affiliated or associated with same. **THE COMPANY DOES NOT RECOMMEND OR ENDORSE ANY OF THE CONTENT, INCLUDING WITHOUT LIMITATION ANY HYPERLINKS TO, OR CONTENT FOUND, ON OTHER WEBSITES.** The mention of another party or its product or service on this website should not be construed as an endorsement of that party or its product or service.

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You are solely responsible for the retrieval and use of the Content. You should apply Your own judgment in making any use of any Content, including, without limitation, the use of the information as the basis for any conclusions.

**THE CONTENT MAY NOT BE ACCURATE, UP TO DATE, COMPLETE OR UNTAMPERED, AND IS NOT TO BE RELIED UPON.**

**THE CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE INTERPRETED AS A RECOMMENDATION FOR ANY SPECIFIC PRODUCT OR SERVICE, USE OR COURSE OF ACTION.**

**EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE AGREEMENT WITH YOU, THIS WEBSITE AND ALL CONTENT, PRODUCTS, SERVICES AND SOFTWARE ON THIS WEBSITE OR MADE AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS, OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO UNINTERRUPTED OR ERROR-FREE OPERATION, AVAILABILITY, ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, LEGALITY, SUITABILITY, PRIVACY, SECURITY, MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.**

**IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO: DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOST SAVINGS, EVEN IF THE COMPANY OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.**

**IN NO EVENT WILL COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR DAMAGES OR LOSSES RESULTING FROM: VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS; TELECOMMUNICATIONS SERVICE PROVIDERS; LINKS TO THIRD PARTY WEBSITES; THE INTERNET BACKBONE; PERSONAL INJURY; THIRD PARTY CONTENT, PRODUCTS OR SERVICES; DAMAGES OR LOSSES CAUSED BY YOU OR YOUR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS; LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES, INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA; THE USE OR INABILITY TO USE THIS WEBSITE OR THE CONTENT; ANY OTHER WEBSITE ACCESSED TO OR FROM THIS WEBSITE; OR EVENTS BEYOND THE REASONABLE CONTROL OF THE COMPANY, EVEN IF THE COMPANY OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.**

**IN NO CASE WILL THE COMPANY'S, ITS AFFILIATES', AGENTS', LICENSORS', SUPPLIERS' AND THEIR RESPECTIVE DIRECTORS', OFFICERS' AND EMPLOYEES' CUMULATIVE TOTAL LIABILITY ARISING UNDER ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE OR OTHERWISE) BE FOR MORE THAN TWENTY DOLLARS \$20.00.**

**THE COMPANY ASSUMES NO OBLIGATION TO UPDATE THE CONTENT ON THIS SITE. THE CONTENT ON THIS SITE MAY BE CHANGED WITHOUT NOTICE TO YOU. THE COMPANY IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. THE COMPANY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED USE OR REPRODUCTION OF ANY PORTION OF THE WEBSITE. ACCESSING THE CONTENT FROM TERRITORIES WHERE IT MAY BE ILLEGAL IS PROHIBITED.**

9. **Termination.** This Agreement is effective until terminated by the Company, with or without cause, in the Company's sole and unfettered discretion. The Company may terminate this Agreement without notice to You for any reason or for no reason. Any such termination by the Company shall be in addition to and without prejudice to such rights and remedies as may be available to the Company, including injunction and other equitable remedies.

The disclaimers, limitations on liability, ownership, termination, interpretation, Your license to the Company, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

10. **Indemnity.** You agree at all times to indemnify, defend and hold harmless the Company, its agents, suppliers, licensors, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by the Company directly or indirectly in respect of:

a. any information or other content You provide on or through this website or which is sent to the Company by email or other correspondence; or

b. Your use or misuse of the Content or this website, including without limitation infringement claims.

11. **Governing Law.** The Company, this website and the Content (excluding linked websites or content) are physically located within the State where the Company has its registered address. This Agreement shall be governed pursuant to the laws of the State where the Company has its registered address. Any and all disputes arising under this Agreement shall be settled exclusively before courts of competent jurisdiction in the State and county where the Company has its registered address. You agree to waive any right You may have to: (i) a trial by jury; and (ii) the commencement of or participation in any class action against Company related to this website, You also agree to opt out of any class proceedings against Company or its licensors.

12. **Interpretation.** The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa; words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations.

13. **Entire Agreement.** This Agreement as it may be amended from time to time in accordance with the provisions of Section 12, and any and all other legal notices and policies on this website, constitutes the entire agreement between You and the Company with respect to the use of this website and the Content.

14. **Amendment and Waiver.** The Company reserves the right, in its discretion, to amend this Agreement at any time by posting amendments on this website. You are responsible for periodically reviewing the amendments on this website, and You are deemed to be aware of such amendments. If You do not agree to the amended terms and conditions, You shall immediately stop using this website. Access to this website or use of this website after any amendments have been posted shall constitute Your acknowledgement and acceptance of the amended terms and conditions. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on the Company unless executed by the Company in writing. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

15. **Severability.** Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

16. **Enurement.** This Agreement shall inure to the benefit of and be binding upon each of us and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement and having received a copy of this Agreement.

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