

Terms of Use

Last Revised: December 18, 2020

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS SITE.

These Terms of Use ("Terms") apply to your access to, and use of the website PayString.org (the "Website" or "Site") and are between you and Ripple Labs Inc. and its subsidiaries and affiliated companies ("Ripple," "we" or "us"). Ripple reserves the right to change or modify these Terms at any time in its sole discretion and without prior specific notice to you. Ripple will change the "Last Revised" date at the top of these Terms when such changes or modifications are made, which shall be effective immediately. Your continued use of the Website will indicate your acceptance of such changed or modified Terms.

1. PAYSTRING OPEN SOURCE CODE

This Site may redirect you to the open source code for PayString. By using, reproducing or distributing the PayString code, you agree to the terms and conditions for use (including the Limitation of Liability) in the [Apache License 2.0](#). If you do not agree, you may not use, reproduce or distribute the code.

2. ELIGIBILITY

By accessing or using the Site, you represent and warrant that you have not previously been suspended or removed from the Site. You represent and warrant that you are not: (a) located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (b) identified as a "Specially Designated National", or (c) placed on the Commerce Department's Denied Persons List. You further represent and warrant that you will not use the Site if the laws of your country prohibit you from doing so in accordance with these Terms.

3. PRIVACY POLICY

Please refer to our Privacy Policy located [here](#).

4. COPYRIGHT AND LIMITED LICENSE

Unless otherwise indicated on the Site, the Site and all content and other materials on the Site, including, without limitation, the PayString logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Ripple Materials") are the proprietary property of Ripple or its licensors or users and are protected by U.S. and international copyright laws. You are granted a limited, non-sublicensable license to access and use the Site and Ripple Materials subject to these Terms. Except as expressly permitted on the Site, in these Terms or otherwise in writing by Ripple, such license does not include: (a) modifying or otherwise making any derivative uses of the Site and the Ripple Materials, or any portion thereof; (b) use of any data mining, robots or similar data gathering or extraction methods; (c) downloading (other than the page caching) of any portion of the Site, the Ripple Materials or any information contained therein; or (d) any use of the Site or the Ripple Materials other than for its intended purpose. Any use of the Site or the Ripple Materials other than as specifically authorized herein, without the prior written permission of Ripple, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

5. COPYRIGHT COMPLAINTS

If you believe anything on the Site infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Designated Agent: Maschoff Brennan

Full Address of Designated Agent: 111 South Main St, Suite 600, Salt Lake City, Utah 84111

Telephone Number of Designated Agent: (435) 252-1360

Email Address of Designated Agent: rgilmore@mabr.com

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

6. USER CONTENT

The Site may include interactive areas or services ("Interactive Areas") in which you or other users may create, post, send or store ads, messages, materials, data, information, text, music, sound, photos, video, graphics, applications, code, links or other items or content on the Site ("User Content"). By using the Site, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish or send through the Site any of the following:

a. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, abusive, inflammatory, fraudulent, false, misleading or otherwise objectionable;

b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or that would otherwise create liability or violate any local, state, national or international law;

c. User Content that may impinge upon the publicity, privacy or data protection rights of others, including pictures or information about another individual where you have not obtained such individual's consent;

d. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;

e. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;

f. Viruses, corrupted data or other harmful, disruptive or destructive files; or

g. User Content that, in the sole judgment of Ripple, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas, the Site, or which may expose Ripple, to any harm or liability of any type.

Ripple does not control, take responsibility for or assume liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Ripple liable for any user conduct or any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. When you participate in Interactive Areas, you understand that certain information and content you choose to post may be displayed publicly or to select users. You are solely responsible for your use of the Site and the Interactive Areas and use them at your own risk.

If you become aware of User Content that you believe violates these Terms, you may report it by emailing support@ripple.com. Enforcement of the Terms, however, is solely in our discretion and the absence of enforcement of these Terms in some instances does not constitute a waiver of our right to enforce the Terms in other instances. In addition, these Terms do not create any private right of action on the part of any third party or any reasonable expectation or promise that the Site will not contain any content that is prohibited by the Terms. Although Ripple has no obligation to screen, edit or monitor any of the User Content posted on the Site, Ripple reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice, and you are solely responsible for creating backup copies and replacing any User Content you post or store on the Site at your sole cost and expense. Any use of the Site in violation of these Terms may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site.

Except as otherwise provided herein, on the Site or in a separate agreement (such as the rules of a Ripple contest), Ripple claims no ownership or control over any User Content. However, if you post User Content to the Site, you grant Ripple a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content on our websites and on third-party sites. This license will terminate when you remove your User Content, except that the license will continue with respect to any off-site uses that have already been made and any cached or archived uses that may still exist when User Content is removed. By posting User Content, you hereby release Ripple and its agents and employees from any claims that such use, as authorized above, violates any of your rights and you understand that you will not be entitled to any additional compensation for any use of your User Content. By posting User Content to the Site, you represent and warrant that: (a) such User Content is non-confidential; (b) you own and control all of the rights to the User Content or you otherwise have the right to post and use such User Content and to grant the rights to Ripple that you grant in these Terms; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the User Content, and your use and posting thereof in connection with this Site, does not, and will not, violate these Terms or any applicable law, rule or regulation.

7. REPEAT INFRINGER POLICY

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, Ripple has adopted a policy of terminating, in appropriate circumstances and in Ripple's sole discretion, users who are deemed to be repeat infringers. Ripple may also, in its sole discretion, limit access to the Site and/or terminate the Account of any user who infringes any intellectual property rights of others, whether or not there is any repeat infringement.

8. HYPERLINKS

You are granted a limited, non-exclusive right to create a text hyperlink to the Site, provided such link does not portray Ripple or any of our Site in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or other proprietary right of Ripple or any third party.

9. THIRD PARTY CONTENT

Ripple and its users may provide third party content on the Site and may provide links to web pages and content that are not owned or controlled by Ripple, including but not limited any third party advertisements or promotions (collectively the "Third Party Content") as a service to those interested in this information. Ripple does not control, endorse or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that Ripple is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk. Your business dealings or correspondence with, or participation in promotions, any third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third parties. Ripple is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such Third Party Content on the Site.

10. FEEDBACK

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding Ripple or the Site (collectively, "Feedback") that are provided by you, whether by email, posting to the Site or otherwise, are non-confidential and will become the sole property of Ripple. Ripple will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

11. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Ripple, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to: (a) your use of the Site; (b) any User Content or Feedback you provide; (c) your violation of these Terms; (d) your violation of any rights of another; or (e) your conduct in connection with the Site. Some jurisdictions limit consumer indemnities, so some or all of the indemnity provisions above may not apply to you. If you are obligated to indemnify us, we will have the right, in our sole and unfettered discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

12. DISCLAIMER OF WARRANTIES

RIPPLE PROVIDES NO GUARANTEE AS TO THE PERFORMANCE OR THE UNINTERRUPTED AVAILABILITY OF THE SITE OR THE RIPPLE MATERIALS. THE SITE AND RIPPLE MATERIALS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED. RIPPLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITE AND THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN. RIPPLE DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

13. LIMITATION OF LIABILITY

IN NO EVENT WILL RIPPLE, ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE, THE RIPPLE MATERIALS OR THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM RIPPLE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO RIPPLE'S RECORDS, PROGRAMS OR SITE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF RIPPLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPLIED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO RIPPLE FOR ACCESS TO OR USE OF THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

14. MODIFICATIONS TO THE SITE

Ripple reserves the right to modify or discontinue, temporarily or permanently, the Site or any features or portions thereof without prior notice. You agree that Ripple will not be liable for any modification, suspension or discontinuance of the Site or any part thereof.

15. APPLICABLE LAW AND VENUE

These Terms and your use of the Site will be governed by and construed in accordance with the laws of California, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms shall be subject to arbitration (as set forth below), will be filed only in the state and federal courts located in San Francisco County, California and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

16. ARBITRATION

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH RIPPLE AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and Ripple agree to arbitrate any dispute arising from these Terms or relating to the Site, except that you and Ripple are not required to arbitrate any dispute in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM MAKING A JURY TRIAL. You also agree that you will notify each other of any dispute within thirty (30) days of when it arises, that you will attempt informal resolution prior to any demand for arbitration, that any arbitration will occur in San Francisco, California and that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS. You and Ripple also agree that the state or federal courts in San Francisco County, California have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. In any arbitration, the parties will not seek discovery from each other, and the arbitrator shall not allow parties to engage in discovery; rather, each party shall disclose the evidence supporting their positions at some mutually agreeable time and date prior to the final hearing. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by these Terms. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person, if Ripple is a party to the proceeding. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then that language shall be deemed to have been dropped from the Terms and the remaining obligations relating to arbitration shall continue in full force and effect.

17. SURVIVAL

Sections 6 (User Content), 9 (Third Party Content), 10 (Feedback), 11 (Indemnification), 12 (Disclaimer of Warranties), 13 (Limitation of Liability), 15 (Applicable Law and Venue), 16 (Arbitration), this Section 17 (Survival) and Section 18 (Severability) will survive any termination or expiration of these Terms.

18. SEVERABILITY

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.