



TERMS AND CONDITIONS

NoctisOne is only a Payment Service Provider. NoctisOne acts as a payment service provider by creating, hosting, maintaining and providing our Service to you via the Internet.

This User Agreement (“Agreement”) is a contract between you and NoctisOne LTD. and applies to your use of the NoctisOne payment service and any related products and services available through www.NoctisOne.com (collectively the “Service”). If you do not agree to be follow the terms and conditions of this agreement, please do not use or access our services.

You must read, agree with, and accept all of the terms and conditions contained in this Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you may become a member of NoctisOne. We strongly recommend that, as you read this Agreement, you also access and read the information contained in the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as a NoctisOne user.

Please note: underlined words and phrases are links to these pages and websites. By accepting this Agreement, you also agree that your use of other NoctisOne websites and Services will be governed by the terms and conditions posted on those websites. For additional information about the Service and how it works, please also consult the NoctisOne support section or contact us.

We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms shall be effective 30 days after they are initially posted on our site.

In this Agreement, “you” or “your” means any person or entity using the Service (“Users”). Unless otherwise stated, “NoctisOne,” “we” or “our” will refer collectively to NoctisOne LTD. and its subsidiaries. Unless otherwise specified, all references to a “bank” in this Agreement include savings associations and credit unions, and all references to a “credit card” include Visa- and MasterCard-branded debit cards.

This Agreement was last modified on August 31, 2016.

1. Eligibility. In order to use the Service, you must register for an account. Users may only hold one account. Our Services are only available to individuals or businesses that can form legally binding contracts under applicable law. Without limiting the foregoing, our Service is not available to minors (under 18), persons who are suspended from our Service, or to persons who present an unacceptable level of credit risk.



2. The Legal Relationship between You and NoctisOne.

2.1 Agency Relationship. NoctisOne acts as a facilitator to help you accept payments from and make payments to third parties. We act as your agent based upon your direction and your requests to use our Services that require us to perform tasks on your behalf. NoctisOne will at all times hold your funds separate from its corporate funds, will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose. You acknowledge that (i) NoctisOne is not a bank and the Service is a payment processing service rather than a banking service, and (ii) NoctisOne is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent and custodian. You are not required to carry a balance in your NoctisOne account in order to use the Service. If you do carry a U.S. Dollar balance in your NoctisOne account, NoctisOne will pool your funds together with funds from other Users, and will place those funds in accounts at one or more FDIC-insured banks. Those funds may be eligible for FDIC pass-through insurance. You agree that you will not receive interest or other earnings on the funds that NoctisOne handles as your agent. NoctisOne may earn interest on those funds, or may receive a reduction in fees or expenses charged for banking services by the banks that hold your funds. By initiating and sending payments through the Service or adding funds to your balance, you appoint NoctisOne as your agent to obtain the funds on your behalf and to make payments to the recipient that you designate or to a pooled account, subject to the terms and restrictions of this Agreement. When you send a payment, until that payment is accepted by the recipient (which may occur instantly), you remain the owner of those funds and NoctisOne holds those funds as your agent, but you will not be able to withdraw those funds or send the funds to any other recipient unless the initial transaction is cancelled. By receiving payments through the Service, you appoint NoctisOne as your agent to cause the funds to be deposited on your behalf in the pooled accounts until you further instruct NoctisOne with respect to the transmission of your funds. Through the NoctisOne website, you may provide instructions to withdraw the funds, or make payments to a third party, in each case subject to the terms and restrictions of this Agreement. If you receive a notice that a payment has been sent to you through NoctisOne but you have not registered for the Service, NoctisOne will not become your agent and you will have no claim to those funds unless and until you register for the Service and indicate your acceptance of the payment.

2.2. NoctisOne Payment Service Provider. If you choose an upload method using a payment instrument that may be subject to chargeback rights such as (but not limited to) credit, debit or direct debit, you declare that you will not exercise such chargeback right other than for non-authorized use of the payment instrument or for a breach by NoctisOne's of these Terms of Use which would result in you having a right to a refund of the uploaded amount. You may not charge back any upload transaction or allow a chargeback of any upload transaction for reasons for which NoctisOne is not responsible including (but not limited to) disputes with merchants for non-delivery of goods or services or insufficient balance on the payment instrument account. We reserve the right to charge you fees and expenses we incur in connection with such chargeback and any action undertaken to challenge the same. We may also charge you a chargeback fee.



2.2.1. If a chargeback or reversal of an upload transaction results in a negative account balance, you will be required to repay such negative balance by uploading sufficient funds into your account. Failure to do so is a breach of these Terms of Use. Repayment of the negative balance is due immediately without notice, however, we reserve the right, at any time, to send you reminders or to take other debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

2.2.2. Fees payable by you will be deducted from your NoctisOne Account balance. Transaction fees will be charged when the transaction is executed. If your Account balance is insufficient to cover the fees we may refuse to execute the payment. Reversal or chargeback fees will be deducted when incurred. Fees for Credit Card Services Chargebacks. Merchant shall be charged per Chargeback processed against the Merchant's account. Fees assessed against Merchant hereunder, if any, shall be applied immediately. Chargebacks are strictly limited to one per cent (1%) of the total aggregate transactions that have been processed by NoctisOne for the account of Merchant over a period of one (1) month. Anything over that rate is excessive and will incur penalties and constitutes cause for NoctisOne to terminate this Agreement and close Merchant's account with funds held for one hundred and eighty (180) days from the last card event. After which time, the balance in the account less Chargebacks, penalties, Service Fees and any other fees will be returned. If Merchant's account incurs Chargebacks exceeding one per cent (1%) of transactions processed, Merchant's account will be penalized accordingly. Moreover, Merchant agrees that it is absolutely prohibited to suggest, imply, propose, advertise, indicate, express, promote, advise or state to any of its customers to "chargeback" or "refund" for the products or services offered by Merchant. If a Merchant causes NoctisOne or its subsidiaries to lose a merchant account, or Visa or MasterCard relationship within a Merchant account, there will be a significant penalty assessed in addition to the fines and penalties assessed by the credit card associations and the bank. Causes for this typically include high chargeback rates, fraud, non-compliance with the laws of local, state and national jurisdictions as well as not adhering to the acceptable use policies of the card associations Reserve for NoctisOne Credit Card Processing. NoctisOne will withhold a percentage of Merchant's Total Revenues for NoctisOne Credit Card processing for a period of as set forth in Appendix 1 (which may be updated from time to time)[six months] as Reserve to be applied towards Chargebacks, revokes and Refunds for NoctisOne Credit Card services. NoctisOne shall have the right, in its sole discretion, to adjust the amount held and holdback period as is deemed necessary as security against future Chargebacks and Refunds or indemnification obligations of Merchant hereunder. Reserves will be returned to Merchant subject to expiration of all claims in relation thereto. In addition, if NoctisOne for any reason suspects or has concern that it may sustain losses as a result of Merchant's account, Merchant agrees and gives NoctisOne the right to automatically ACH debit Merchant's bank account in advance for the amount of potential losses NoctisOne may sustain as security. NoctisOne may hold the funds as reserve until it is determined that Merchant's account is secure and NoctisOne will not sustain losses as a result.



2.3 Identity Authentication. We use many techniques to identify our users when they register on our site. Verification of Users is only an indication of increased likelihood that a User's identity is correct. You authorize NoctisOne, directly or through third parties, to make any inquiries we consider necessary to validate your registration. This may include background checks via our KYC department, ordering a credit report and performing other credit checks or verifying the information you provide against third party databases. However, because user verification on the Internet is difficult, NoctisOne cannot and does not guarantee any user's identity.

2.4 Release. In the event that you have a dispute with one or more users, you release NoctisOne (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor."

2.5 No Warranty. We, our parent, subsidiaries, employees and our suppliers provide our services "as is" and without any warranty or condition, express, implied or statutory. We, our parent, subsidiaries, employees and our suppliers specifically disclaim and implied warranties of title, merchant ability, fitness for a particular purpose and non-infringement. NoctisOne shall make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner and but we make no representations or warranties regarding the amount of time needed to complete processing because our Service is largely dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

2.6 Limitation of Liability. In no event shall we, our parent, subsidiaries, employees or our suppliers be liable for lost profits or any special, incidental or consequential damages, or this agreement (however arising, including, negligence) Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. Our liability, and the liability of our parent, subsidiaries, employees or our suppliers, to you or any third parties in any circumstances is limited to the actual amount of direct damages.

2.7 Indemnification. You agree to indemnify and hold NoctisOne, its parent, subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party relating to your use of the Service.



2.8 Liability for Violations of the Acceptable Use Policy. If you engage in the following behavior, NoctisOne may fine you, as explained below.

i. Using the NoctisOne service to receive payments for any illegal sexually oriented or obscene materials or services in violation of our policy.

ii. Using the NoctisOne service to receive payments for any narcotics, other controlled substances, steroids or prescription drugs in violation of local law in both the locality where delivery takes place and where your offices are located.

iii. Using the NoctisOne service to receive payments for fire arms and pharmaceuticals.

You and NoctisOne agree that the damages that NoctisOne will sustain as a result of the behavior outlined above will be substantial, including (without limitation) fines and other related expenses from its payment processors and service providers, but may be extremely difficult and impracticable to ascertain. In the event that you engage in such activities, then NoctisOne may fine you \$50,000.00 USD and/or NoctisOne may take legal action against you to recover losses that are in excess of the amount fined. You acknowledge and agree that \$50,000.00 USD is presently a reasonable minimum estimate of NoctisOne's damages, considering all currently existing circumstances, including (without limitation) the relationship of the sum to the range of harm to NoctisOne that reasonably could be anticipated and the anticipation that proof of actual damages may be impractical or extremely difficult. You agree that NoctisOne is entitled to deduct such fines directly from any existing balance in the offending account, or any other NoctisOne account you are associated with. If you use the NoctisOne service in a manner that violates the Acceptable Use Policy, including but not limited to the three categories described above, your account will be subject to limitation or immediate termination. You further understand that, if you use the NoctisOne service in a manner that violates the Acceptable Use Policy, including but not limited to the three categories described above, NoctisOne may incur substantial liability and/or suffer significant damages, including (without limitation) fines and other related expenses from its payment processors and service providers. By selling goods or services (including access to content) in contravention of the Acceptable Use Policy or the Restricted Activities section of this User Agreement (currently Section 6.2), you acknowledge liability to NoctisOne for any and all damages suffered by NoctisOne. Without limiting the foregoing, you agree to reimburse NoctisOne for any and all costs, expenses, and fines levied on NoctisOne by its



payment processors and/or service providers as a result of your activities. You agree that, if either you or NoctisOne commences litigation or arbitration in connection with this paragraph, the prevailing party is entitled to recover reasonable attorneys' fees and any other costs incurred in such proceeding in addition to any other relief to which the prevailing party may be entitled.

3. Fees. All fees are provided to merchants upon approval for an account. All fees will be assessed in the currency of the payment. Additional information about NoctisOne's fees is available upon request. Users in some countries may not use the platform to receive payments, and may only use the platform to send payments. If you do add a NoctisOne account, you warrant that you are violating no law or regulation by your use of NoctisOne.

4. Receiving Payments.

4.1 Funding Payments. All accounts must adhere to the laws enforced by the U.K. Financial Authority and the local laws in the residing state / country of Personal Account Holders. Additional restrictions may be placed on accounts subject to NoctisOne Terms of Service. No personal account can receive credit card funded payments for the expressed purpose of transferring funds from one Personal Account to another Personal Account. Credit card funded payments are only allowed for the expressed purpose of loading a Personal Account while the credit card holder is in the process of buying goods and/or services sold by NoctisOne LTD sub-merchants. Personal accounts may be loaded via ACH from a US based banking institution but only after the Personal Account has been verified. By accepting a payment, you agree that you are responsible for the payment if it is reversed. If such reversal occurs on a payment made to your account, we will reverse the payment and debit your NoctisOne account balance to pay for the reversal. If there are insufficient funds in your NoctisOne balance, you agree to reimburse NoctisOne through other means, as described in the Terms of Service.

4.2 Removal of Expired Cards. We will notify you of expired credit cards in your account and provide you the opportunity to update those cards before we remove them as a funding source in your account.

4.3 Withdrawals. In order to withdraw money from your NoctisOne account we require you to provide NoctisOne with a number of forms of identification as further described and protected in our Privacy Policy. We require this information to authenticate your identity and to determine how much you may withdraw from your account per month. We may limit withdrawals and require additional information from you depending upon your location (U.S. or international), credit rating, and other factors. Generally, in order to withdraw more than \$500.00 USD per month, we require you to complete some authentication procedures, such as confirming: your email address, your bank account, and your social security number. You may withdraw funds by direct deposit to the bank account you have on file with us or you may elect to receive a physical check for a nominal processing fee as disclosed in our Fee Schedule. Generally, checks will only be sent to confirmed addresses. Importantly, if you are a Non-U.S. user, please note that you may not be able to withdraw funds from your NoctisOne account and should therefore only accept payments if you know you will send payments in equal amounts out of your account. Note:



Withdrawals from an NoctisOne LTD account can only be made via wire to an approved bank account or debit card.

5. Sending Payments.

5.1 Sending Payments. In order to send payments through our Service we require you to provide NoctisOne with a number of forms of identification as further described and protected in our Privacy Policy. We require this information to authenticate your identity and to determine how much you may send with your account. We may require additional information from you depending on your location and other factors. Based on the information you provide, we will determine your Sending Limit. Generally, accounts that have a confirmed phone number and credit card on file may send up to \$900.00 USD. Accounts that are verified by adding and confirming a bank account will receive a higher send limit.

5.2 Refused Payments. When you send a payment to a third party through our Service, the recipient is not required to accept the payment, even if the recipient is already registered with NoctisOne. The recipient may return the payment or, in some cases, use the NoctisOne Service to deny payments that you send. Any payments sent through NoctisOne that are denied or unclaimed by a recipient will be returned to you on the earlier of: (a) the date of such denial, or (b) 30 days after the date the payment is sent. For more details and guidelines about Sending Payments, please refer to our Payments Policy.

5.3 Electronic Payments. Funds cannot be electronically transferred and stored. The eWallet cannot be loaded and funds are not able to be transferred and held in a personal account. The eWallet can only save payment information to allow for simple, secure online payments with our merchants.

5.4 Right of Merchant Recipients to Delay Payment Processing. When you authorize a payment to be sent to certain merchant users your payment instruction will be valid for a variable period of time. Your payment will not be treated as approved to the merchant until the merchant user chooses to process the payment within the period your payment instruction is valid. If at the time you authorize the payment you have sufficient balance to make the payment, we will, at this time, debit an amount equal to the payment from your balance and highlight the transaction as pending. You will not be able to access this amount even if the merchant has not yet completed the processing of this payment. If you do not hold a sufficient amount in your balance at the time you authorize the payment, we will first debit your balance (if any) at the time you make the authorization. We will then perform an authorization for the remaining amount using the funding source which you specified at the time of the authorization as your selected funding source. The transaction will be highlighted as pending and you will not be able to access this amount even if the merchant has not yet completed the processing of this payment.



When the merchant completes processing the payment, we will obtain the funds by using the pending balance first, if available. We will subsequently obtain the remaining funds by debiting the funding source which you had specified at the time of authorization as your selected funding source. If your NoctisOne balance is insufficient to fund the entire payment amount, then when the payment is processed, we will obtain the remaining funds (after use of your balance) by debiting the backup funding source you specified at the time of the authorization in accordance with the terms. With your consent, the merchant may change your final purchase price if the total amount changes due to taxes, shipping charges, item availability, item additions, or other conditions that you agree upon with your merchant.

6. Your Information and Restricted Activities

6.1 Definition. “Your Information” is defined as any information you provide to us or other users in the registration, payment process, stores or other features of our Service. You are solely responsible for Your Information, as we act as a passive conduit for your online distribution and publication of Your Information.

6.2 Restricted Activities. Your Information and your activities (including your payments and receipt of payments) through our Service shall not: (a) be false, inaccurate or misleading; (b) be fraudulent or involve the sale of counterfeit or stolen items; (c) consist of providing yourself a cash advance from your credit card (or helping others to do so), (d) violate NoctisOne’s Acceptable Use Policy; (e) infringe on any third party’s copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; (f) violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising); (g) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (h) be obscene or contain child pornography; (i) contain any viruses, Trojan horses, worms, time bombs, cancel bots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; or (j) create liability for us or cause us to lose (in whole or in part) the services of our ISP’s or other suppliers. If you use, or attempt to use the Service for purposes other than sending and receiving payments and managing your account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

6.3 License. Solely to enable NoctisOne to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information. NoctisOne will use and protect Your Information in accordance with our Privacy Policy.



6.4 Trademarks. NoctisOne, and all related logos, products and services described in this website are either trademarks or registered trademarks of NoctisOne LTD., or its licensors, and (aside from the circumstances described below) may not be copied, imitated or used, in whole or in part, without the prior written permission of NoctisOne. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of NoctisOne and may not be copied, imitated, or used, in whole or in part, without the prior written permission of NoctisOne.

Notwithstanding the above, HTML logos provided by NoctisOne through its Affiliate Program may be used without prior written consent for the purpose of directing web traffic to the Service. These Logos may not be altered, modified, or changed in any way, or used in a manner that is disparaging to NoctisOne or the Service. Logos may not be displayed in any manner that implies sponsorship or endorsement by NoctisOne. NoctisOne is a payment service, and no partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

7. Access and Interference. Our web site contains robot exclusion headers and you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to bypass our robot exclusion headers, or to interfere or attempt to interfere with the proper working of the NoctisOne site or any activities conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is proprietary or is licensed to NoctisOne by our users or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, publicly display or frame any content (except for Your Information) from our web site without the prior expressed written permission of NoctisOne or the appropriate third party. If you use, or attempt to use the Service for purposes other than sending and receiving payments and managing your account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

8. Privacy and Security. We do not sell or rent your personal information to third parties for marketing purposes without your consent and we only use Your Information as described in the Privacy Policy. We view protection of users' privacy as a very important principle. We understand clearly that you and Your Information are one of our most important assets. We store and process Your Information on computers that are protected by physical as well as technological security devices. You should only log in to your NoctisOne account on a page which begins with <http://www.NoctisOne.com>. All of our pages begin with www.NoctisOne.com and therefore you should not use any other site that does not begin as such. We use third parties to verify and certify our privacy principles. If you object to your information being utilized in this way, please do not use our Services.



9. Termination or Closing Your Account. You may close your account at any time by clicking the Close Account link in your Profile on the NoctisOne website. Upon closure of an account, any pending transactions will be cancelled. Any funds that we are holding in custody for you at the time of closure, less any applicable fees, will be paid to you by preferred withdrawal method, assuming all withdrawal related authentication requirements have been fulfilled (for example, you may not use closure of your account as a means of evading withdrawal limits on new Unverified users). You may not use closure of your account as a means of evading investigation – if an investigation is pending at the time you close your account, NoctisOne may continue to hold your funds for up to 180 days as appropriate to protect NoctisOne against the risk of reversals. If you are later determined to be entitled to some or all of the funds in dispute, NoctisOne will release those funds to you. You will remain liable for all obligations related to your account even after such account is closed. If you do not access your account for a period of three years, it will be terminated. After the date of termination, we will use the information you provided to try to send you any funds that we are holding in custody for you. If that information is not correct, and we are unable to complete the payment to you, your funds will be subject to applicable state laws regarding escheat of unclaimed property.

10. Remedies and NoctisOne's Right to Collect From You. Without limiting other remedies, we may update inaccurate or incorrect information you provide to us, contact you by means other than electronically, immediately warn our community of your actions, place a hold on funds in your account, limit funding sources and payments, limit access to an account and any or all of the account's functions (including but not limited to the ability to send money or making withdrawals from an the account), limit withdrawals, indefinitely suspend or close your account and refuse to provide our Services to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; (c) we believe that your account or activities pose a significant credit or fraud risk to us; (d) we believe that your actions may cause financial loss or legal liability for you, our users or us; or (e) your use of your NoctisOne account is deemed by NoctisOne, Visa, MasterCard, American Express or Discover to constitute abuse of the credit card system or a violation of credit card rules, including (without limitation), using the NoctisOne system to test credit card behaviors. Even if they have been recorded as completed in the Recent Activity or History Transaction Log of your NoctisOne account, transactions are not considered completed until the funds have been charged to the customer's funding source (for payments) or posted to the customer's bank account (for withdrawals). In addition, NoctisOne reserves the right to hold funds beyond the normal distribution periods for transactions it deems suspicious or for accounts conducting high transaction volumes to ensure integrity of the funds. If we close your account, we will provide you notice and pay you all of the unrestricted funds held in your NoctisOne account. Additionally, to secure your performance of this Agreement, you grant to NoctisOne a lien on and security interest in your account. In addition, you acknowledge that NoctisOne may set-off against any NoctisOne accounts you own for any negative balance in your other NoctisOne accounts, at any time and for any reason allowed by law. These obligations include both secured and unsecured debts, and debts you owe individually or together with someone else.



11. Assign Ability. You may not assign any rights or obligations you may have under this Agreement without the prior written consent of NoctisOne. NoctisOne reserves the right to assign this Agreement or any right or obligation under this Agreement without your consent.

12. Legal Compliance. You shall comply with all applicable U.S. and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of our Services.

13. Notices.

13.1 Electronic Communications. You agree that this Agreement constitutes “writing signed by you” under any applicable law or regulation. To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding your account and/or your use of the Service (“Communications”), may be provided to you electronically and you agree to receive all Communications from NoctisOne in electronic form. Electronic Communications may be posted on the pages within the NoctisOne website and/or delivered to your phone number. You may print a copy of any Communications and retain it for your records. All Communications in either electronic or paper format will be considered to be in “writing,” and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the Communication. NoctisOne reserves the right but assumes no obligation to provide Communications in paper format.

13.2 Credit Report. You agree that NoctisOne may order and review your credit report with the sole purpose of assessing your fitness to hold a NoctisOne account and/or your ability to use the Service or features thereof.

13.3 Procedure. Except as explicitly stated otherwise, any notices shall be given by postal mail to NoctisOne LTD., Attn: Legal Department, NoctisOne LTD, 20-22 Wenlock Road London UK N1 7GU or to our online message center. Notice shall be deemed given 24 hours after posted, unless the sending party is aware that the electronic communication was not received. Alternatively, we may give you notice by mail to the address provided to NoctisOne during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

14. Legal Disputes. In the event a dispute arises between you and NoctisOne, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and NoctisOne agree that any controversy or claim at law or equity that arises out of this Agreement or NoctisOne’s services (“Claims”) shall be resolved in accordance with one of the subsections below, or as otherwise mutually agreed upon in writing by the parties. Before resorting to these alternatives, NoctisOne strongly encourages users first to contact NoctisOne directly to seek a resolution. NoctisOne will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation, as an alternative to litigation.



14.1 Arbitration. For any Claim (excluding Claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, you or NoctisOne may elect to resolve the dispute through binding arbitration conducted by telephone, on-line, and/or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered by the American Arbitration Association or JAMS, in accordance with their applicable rules, or any other established ADR provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14.2 Court. Alternatively, any Claim may be adjudicated by a court of competent jurisdiction located in the UK or where the defendant is located (in NoctisOne's case, the United Kingdom, and in your case, your home address or principal place of business). You and NoctisOne agree to submit to the personal jurisdiction of the courts located within the United Kingdom. If a Claim involves NoctisOne LTD, NoctisOne LTD shall pursue said Claims in the United Kingdom.

14.3 Alternative Dispute Resolution. NoctisOne will consider use of other alternative forms of dispute resolution, such as binding arbitration to be held in the UK or another location mutually agreed upon by the parties.

14.4 Violations of Section 14. All Claims (excluding requests for injunctive or equitable relief) between the parties must be resolved using the dispute resolution mechanism that is selected in accordance with this Section by the party first to assert a Claim, either through a court filing or commencement of arbitration. Should either party file an action contrary to this Section 14, the other party may recover attorneys' fees and costs up to \$1,000.00 USD, provided that the party seeking the award has notified the other party in writing of the improperly filed Claim, and the other party has failed to withdraw the Claim.

15. Disputes. Disputes between you and NoctisOne regarding our Services may be reported to Customer Support online through the NoctisOne Contact link at any time.