

This document contains the Terms and Conditions that apply to your participation as a user of E-PAYOUTS.COM. As you register as a USER you are acknowledging and expressly declaring that you have read and understood in their totality these terms and that you agree to be bound by them as long as your application is accepted.

The service will be provided according these CONDITIONS:

FIRST.- BACKGROUND.

1.1.- E-PAYOUTS.COM provides, in general, web payment and collecting methods.

1.2.- E-PAYOUTS.COM has celebrated agreements with different collecting and payment methods providers in different countries which allow E-PAYOUTS.COM to intermediate in different methods and payment services vía web.

1.3.- The client declares to be a person with the legal capacity to hire by himself or by the represented individual or entity and requests the use of the services or promotion of their use, according to the provisions and the consideration herein after expressed.

SECOND.- OBJECT.

2.1.- This agreement establishes the legal framework of cooperation between E-PAYOUTS.COM and the CLIENT in relation to web payment and collecting services. For each transaction processed by CLIENT through E-PAYOUTS.COM, client will generate a commission according to <http://membersv.e-payouts.com/commissions.html>.

THIRD.- DURATION AND TERMINATION.

This agreement will take effect from the moment that the CLIENT clicks "I Accept" and shall remain in force indefinitely. The parties may terminate this agreement at any time and without cause, prior notice via e-mail.

Any pending payment at the termination of this agreement may be withheld by E-PAYOUTS.COM until we make a final settlement of accounts, upon which time all sums effectively due shall be paid.

FOURTH.- PAYMENT AND TECHNICAL CONDITIONS.

4.1.- Provided all the conditions set forth herein are fulfilled, E-PAYOUTS.COM commits to pay the amount generated, according to the payment conditions chosen under the [Rates](#) section within the system.

4.2.- Once the minimum amount to request a payment is reached (euro 50), the client will issue an electronic statement to E-PAYOUTS.COM with the amount of money he/she desires to collect.

4.3.- E-PAYOUTS.COM will verify the existence and accuracy of the requested payment and will make the payment immediately after the transaction is paid by payment processor. All the costs generated by the CLIENT requested payments will be at his charge, regardless of the payment method chosen.

4.4.- In case of existence of SMS or non-processed transactions or if there are suspicious of illegal or fraudulent traffic, the payment processors might not pay for such messages.

E-PAYOUTS.COM will communicate to the CLIENT any unpaid transaction or any charge back requested, according to what has been informed to E-PAYOUTS.COM.

E-PAYOUTS.COM may offset with current or future CLIENT's credits any amount unpaid that according to payment processors or operators were responsibility of CLIENT.

In case CLIENT ceases activity or diminishes activity, E-PAYOUTS.COM may suspend payments to CLIENTE until time necessary to cover any chargeback or claim is passed. The payout can also be put on hold for a specific amount of time if we see that you have stopped processing payments. This is to cover any possible chargebacks the users may file. Once the prescriptive period is over, we will pay you your remaining balance minus any refunds or chargebacks.

4.5.- E-PAYOUTS.COM may grant the CLIENT the exclusive or shared use to PREMIUM access codes and short codes. In the case of shared short codes, a copy of the report submitted by the operators will be sent to the CLIENT. If the short codes are shared, the CLIENT will invoice E-PAYOUTS.COM the appropriate amounts based on statistics provided by E-PAYOUTS.COM.

4.6.- E-PAYOUTS.COM will provide the CLIENT an online access service and in real time to traffic statistics of access codes and alias granted to the CLIENT and to other payment methods used.

4.7.- RECUSOSMOVILES.COM is not responsible of the access to the networks of the CLIENT's mobiles not approved or accepted by mobile electronic communication network operator that might be necessary to the proper delivery of the services.

FIFTH.- GENERAL LIABILITY OF E-PAYOUTS.COM

5.1.- E-PAYOUTS.COM will be responsible for compliance with general obligations related to benefits and obligations contracted for by the CLIENT. It won't be responsible for any network failures attributable to the electronic communication operators, network telecommunication operators and access providers, including but not limited to the following in particular: interferences resulting from atmospheric conditions, loss of coverage relating to the user's mobile phone, faults with the user's mobile handset, compatibility issues between the users mobile phone and tasks related to the service, network supply failures for the mobile network operator/s, improper or fraudulent use of the user's mobile handset or informatics and telecommunication elements, blackouts, lack of service terminated by the internet service provider or by the network communication provider.

5.2.- E-PAYOUTS.COM will carry out regular quality controls to ensure that the system and the network connections are working properly and it might suspend temporarily the service to conduct network testing, prior in advanced notification to the CLIENT. E-PAYOUTS.COM will not be liable of any damages that may arise from the temporary suspension of the service by the electronic communication network or the operator.

5.3.- The CLIENT expressly authorizes E-PAYOUTS.COM to reveal information to mobile electronic communication network operator, administrative and legal authorities that would order such disclosure.

SIXTH.- NETWORK AGREEMENTS.

6.1.- E-PAYOUTS.COM has contracted with different electronics communication network operators to provide the necessary telecommunication services to the CLIENT, being these operators the responsible for the proper transmissions of the information within the premium sms messages, condition known and accepted by the CLIENT.

E-PAYOUTS.COM has also has celebrated agreements with web payment processors. CLIENT acknowledges and accepts the particular terms and conditions of each one of the providers of the system and acknowledges and accepts that in case CLIENT uses one of this providers services, CLIENT will be bounded by particular terms and conditions of use of such provider.

6.2.- The CLIENT acknowledges and accepts any modification or technical, economic or commercial changes that might occur during this agreement communicated by the different telecommunication service operators and payment processors to E-PAYOUTS.COM will be transferred CLIENT, and continuing using the system will constitute the acceptance of any such changes. If the CLIENT does not accept the modifications, the CLIENT may terminate this agreement or any of the provided

services will be held as responsible for any damages that this may cause to E-PAYOUTS.COM

6.3.- The CLIENT agrees that any regulatory modifications that might affect the service delivery herein specified will be immediately implemented and will not involve E-PAYOUTS.COM with any responsibility.

SEVENTH.- ACCESS CODES.

7.1.- Timely and in accordance with CLIENT's request and as long as it's approved by E-PAYOUTS.COM, specific "phone access codes" (numerical) and "alias" (alphanumerical words) will be assigned to the services required by the CLIENT. E-PAYOUTS.COM reserves the right to choose the before mentioned access codes and alias in accordance with its availability. The "phone access codes" (numerical) and "alias" (alphanumerical words) are owned by E-PAYOUTS.COM and are granted for temporary use and may be revoked at any time and without explanation.

7.2.- The CLIENT acknowledges that the short codes and alias used, being this exclusive or shared, are not of his property, and that they belong to E-PAYOUTS.COM or the mobile phone operators and/ or any corresponding intermediary. Therefore, he does not hold any title, right or interest on these, which may be changed without any right of penalty or compensation by the CLIENT

7.3.- The CLIENT expressly disclaims any rights he may have according to the use of such short codes and aliases, and specially to any amount that could lead to an increase or an additional compensation different of that of the agreed remuneration in the economics conditions.

7.4.- The CLIENT agrees not to give out, sub-lease, license, record or carry out any other act of disposition of the object in question, that is not strictly in observance of what is stipulated in this agreement.

EIGHTH.- ADVERTISING.

8.1.- The CLIENT will be responsible for the promotion of the services offered through the access codes, short codes or aliases used, thus, assuming the solely responsibility of the information sent and the consequences this may cause.

8.2.- For all advertising made up to promote the services must be compliant with the general and specifically regulations by the laws, by-laws and codes of conduct-applicable in each country, area or region from where the contents are accessed. If

applicable, the CLIENT will abide by the uses and customs of the advertising authors, editors, and any other person involved in the creation of the advertising Art.

8.3.- The following must be included when promoting or marketing the service, including but not limited to:

- a.- Characteristics and features of the offered service.
- b.- Cost of each SMS, including tax, being able in some cases to mention the inclusion or not of indirect taxes.
- c.- Maximum number of messages needed to complete the service delivery.
- d.- Clear identification that the services require the user to send premium messages at a higher rate.
- e.- Clear identification of service provider, commercial name, contact phone, website, email address and physical address for reporting purposes
- f.- If the service is used to promotions, contests or sweepstakes, a previous authorization from E-PAYOUTS.COM will be needed. The users must have a access to all the information they might need to decide whether or not they want to participate in the promotion.
- g.- When the services are aimed to older than 18 individuals, this information should be stated in the advertising.

All compatibility conditions between the mobile phones and the marketing service must be included in any advertising material.

h.- For those services that the content relates to delivering "logos and melodies", the advertising material shall contain the licensor logo, the licensees number, and their corresponding copyright.

For those services which their content relate delivery "mobile games", the advertising material must be shown in all advertising material the name of the copyrights owner of the promoted game.

8.4.- The CLIENT expressly undertakes to refrain from using forms of advertising that may be considered in any way unlawful or illegal, understanding as such any means defined as unlawful or illegal under applicable provisions in force, contrary to the Internet practices, and accepts this as being grounds for termination hereof and application of the penalties established herein.

NINTH.- MESSAGES CONTENT AND LIMITATIONS.

9.1.- The content offered must meet minimum quality standards and must accurately reflect the advertised product or service.

9.2.- The CLIENT will be responsible for the content of the service and he must obtain authorization to provide the service, the proper documentation may be requested at any time to verify the authorization.

9.3.- The content must not:

Encourage or promote sexual discrimination, racial or religious or any other transgression of fundamental rights and public freedoms of human beings recognized by the international legal order.

Encourage or incite illegal acts or mislead the user to the wrong conclusions as a result of its inaccuracy, ambiguity, exaggeration, omission or otherwise.

Instill anxiety or fear, or take advantage or situations of needs

Induce or encourage any person to engage in unsafe or risk behaviors that would jeopardize the health or psychological balance of the individual

Chain unreasonably messages or inconsistent with the advertising.

Damage or modify the settings of the services offered by the electronic communications operators.

9.4.- The application services that require personal information or personal data, including name, address or any other user data must be appropriate, relevant and not excessive in relation to the purpose for which they are collected, stating clearly why this information is being collected, indicating any purpose for such information without prejudice to the users rights of modifications, correction or cancellation of the data. In any case, the parties undertake specifically to meet the legislation on personal data within their respective powers and register and maintain administrative bodies, the electronic files of personal data, as required.

9.5.- The CLIENT must notify the mobile user the maximum characters per SMS is 160, the SMS may not contain commas, periods or special characters (except those so-called "emoticons") and it is not allowed to send blank messages.

TENTH.- PERSONAL INFORMATION AND SPAM.

10.1- CREDIT CARDS

10.1.1- The credit card service is limited (unless specific authorization) to 400 euros per month, and per person or card.

10.1.2.- If any suspicious activity is detected E-PAYOUTS.COM may withhold the funds corresponding to suspected or fraudulent transactions.

10.1.3.- Any withheld fund may be withheld up to 12 months.

10.1.4.- If it is detected that a E-PAYOUTS.COM account commits fraud through credit card manipulation, this will be automatically eliminated and funds will be permanently withheld.

10.1.5.- Credit card funds generated through credit card payments will be done 45 days after the transaction is received by E-PAYOUTS.COM.

10.1.6.- Five per cent (5%) of the total amount to be collected by the **CLIENT** shall be withheld 6 months as a guarantee fund and payment shall be made to the **CLIENT** along with the first payment due, once the above mentioned six month period is over

10.1.7.- Each chargeback handling will have a cost of 25 euros that will be deducted from client's balance.

10.2.- PAYPAL.-

10.1 is applicable to PAYPAL.

10.3.- Paysafecard, bank deposit and Safetypay:

10.3.1.- Payments will be done 5 days after payment is received from processors.

<http://members.e-payouts.com/billing.html>

10.3.2.- Exchange rates of local currency may affect the generated amounts.

ELEVENTH.- TERMINATION OF THIS AGREEMENT.

11.1.- Termination causes will be those stated in the civil and commercial common law. Moreover, the parties may terminate this agreement in advanced, totally or partially in the following situations:

a) Cancellation or suspension of access codes (short code/s) assigned to the **CLIENT** by determination of the electronic communication operators, or the administrative or legal authorities in charge.

b) The termination of the agreement between E-PAYOUTS.COM and the mobile electronic communication operator/s or with the internet or network service provider or payment processing provider.

- c) Substantial changes in the economic conditions imposed by electronic communications operators and/or payment processing provider.
- d) Communication or notification by the administrative or legal authorities that may prevent the continuity of the service delivery in the conditions stated herein.
- e) Notification by the electronic communication operator on the existence of illegal or irregular phone traffic generated artificially through short codes and access codes assigned to the CLIENT.
- f) Non-payment of amounts by the electronic communications operator due to illegal or irregular traffic.

11.2.- There shall be considered irregular traffic upon detection of short messages, telephone or data traffic, generated artificially or sent with any illicit purposes through the short codes or access codes assigned to the CLIENT.

11.3.- There shall be considered termination cause any breach of any of the clauses contained herein or in the event of well-founded suspicion of fraud or any other criminal activity or misconduct pursuant to local or international laws or the uses and practices of the Internet, E-PAYOUTS.COM reserves the right to immediately terminate this agreement and as a fine permanently cancel payment of any pending fees, without prejudice to bringing any civil or criminal actions it may be entitled to.

All judicial and extrajudicial costs that are caused by the breach of the terms of this agreement and by the breach of the applicable legislation must be paid by the defaulting party, including lawyer's fees and other professionals, even if their intervention is not mandatory.

TWELFTH.- CONFIDENCIALITY.

Both parties undertake to observe the confidential nature of the information exchanged in connection with this agreement. Confidential information shall exclusively mean that pertaining to the business both parties carry out as set forth herein, including the trade secrets, know-how, all methods and documents of any two parties designated or labeled as confidential or of confidential nature and which are transmitted between the parties within the framework of this agreement.

By virtue of the above, the aforesaid information shall not be divulged nor made available to third parties without prior written authorization from the other party,

except upon request from a law court or supervising legal authority or in the circumstances described in this agreement.

THIRTEENTH.- TAX OBLIGATIONS AND NO EMPLOYMENT RELATIONSHIP.

The CLIENT shall be solely responsible for all tax obligations due to all taxing authorities arising from or in connection with any incomes generated and E-PAYOUTS.COM may hold any amount due to the CLIENT for this concept.

All obligations and rights expressed herein are those arising from their independent professional activities of each party and therefore, nothing in this agreement shall be construed to create a partnership or employment relationship.

FOURTEENTH.- AMENDMENTS.

E-PAYOUTS.COM may modify in part or in whole the terms and conditions of the service by posting the said changes on its web site in order to inform the CLIENT.

Continued participation in the service following posting of a change notice will constitute binding acceptance of the change.

FIFTEENTH.-

The CLIENT states that has and understood read the [Privacy Policy](#) and [Anti-Spam Policy](#) of E-PAYOUTS.COM y and agrees to comply with policies.

SIXTEENTH.- ADDRESS AND NOTIFICATIONS.

The addresses supplied by the parties shall be valid and effective in case of notifications, being in charge of each one, communicating the address change.

SEVENTEEN.- LAW AND JURISDICTION.

To resolve any and all disputes arising out of or relating to these Terms and Conditions, the parties expressly agree-hereby relinquishing any other jurisdiction or forum- that all the laws applicable in this agreement shall be those in force in the courts of the Republic of Uruguay.