

TERMS OF USE

Last updated April 28, 2025

AGREEMENT TO OUR LEGAL TERMS

We are Wicked Pay LLC ("Company," "we," "us," "our"), a company registered in Delaware, United States at 651 N Broad St, Middletown, DE 19709.

We operate the website <https://wickedpay.app> (the "Site"), the mobile application Wicked Pay (the "App"), and related products and services that reference these legal terms (the "Legal Terms") (collectively, the "Services").

You can reach us by:

- Phone: 646-785-1143
- Email: wickedpay7@gmail.com
- Mail: 651 N Broad St, Middletown, DE 19709, United States

These Legal Terms represent an agreement between you and Wicked Pay LLC regarding your access to and use of our Services. By accessing our Services, you confirm that you have read, understood, and agreed to these terms. If you do not agree with these terms, please do not use our Services.

We will notify you of any planned changes to the Services via email at wickedpay7@gmail.com. Modified terms become effective upon posting or notification. Your continued use of the Services after changes indicates your acceptance of the modified terms.

Our Services are intended for users 18 years or older. Persons under 18 are not permitted to use or register for our Services.

We recommend saving a copy of these terms for your records.

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1. OUR SERVICES

Our Services are not intended for distribution or use in jurisdictions where such use would violate local laws or regulations. If you access our Services from outside the

United States, you do so at your own initiative and are responsible for complying with applicable local laws.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We own or license all intellectual property rights in our Services, including source code, databases, functionality, software, designs, audio, video, text, photographs, and graphics (the "Content"), as well as trademarks, service marks, and logos (the "Marks").

Our Content and Marks are protected by copyright, trademark laws, and various intellectual property rights in the United States and worldwide.

The Content and Marks are provided "AS IS" for your personal, non-commercial use only.

Your use of our Services

Subject to your compliance with these terms, including the "PROHIBITED ACTIVITIES" section, we grant you a non-exclusive, non-transferable, revocable license to:

- Access the Services
- Download or print a copy of any portion of the Content that you have properly accessed

This license is solely for your personal, non-commercial use.

No part of the Services, Content, or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or exploited for commercial purposes without our express prior written permission.

For permissions beyond what is outlined here, please contact: wickedpay7@gmail.com. If permission is granted, you must identify us as the owners/licensors and ensure any copyright or proprietary notice is visible.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Your submissions

Before using our Services, please review this section and the "PROHIBITED ACTIVITIES" section to understand your rights and obligations when submitting content.

Submissions: When you send us questions, comments, suggestions, ideas, feedback, or other information ("Submissions"), you agree to assign all intellectual property rights to us. We will own these Submissions and may use them for any lawful purpose without acknowledgment or compensation.

You are responsible for what you submit: By sending Submissions, you:

- Confirm you have read and agree with our "PROHIBITED ACTIVITIES" section
- Agree not to submit anything illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening, sexually explicit, false, inaccurate, deceitful, or misleading
- Waive any moral rights to such Submissions (where applicable by law)
- Warrant that your Submissions are original or that you have necessary rights and licenses
- Represent that you have full authority to grant us the rights mentioned above
- Warrant that your Submissions do not constitute confidential information

You agree to reimburse us for any losses resulting from your breach of this section, third-party intellectual property rights, or applicable law.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that:

1. Your registration information is truthful, accurate, current, and complete
2. You will maintain the accuracy of your information and update it promptly when necessary
3. You have legal capacity to comply with these terms
4. You are not a minor in your jurisdiction
5. You will not access the Services through automated means
6. You will not use the Services for illegal or unauthorized purposes
7. Your use of the Services will comply with applicable laws and regulations

If you provide inaccurate, outdated, or incomplete information, we reserve the right to suspend or terminate your account and refuse any current or future use of the Services.

4. USER REGISTRATION

You may need to register to use the Services. You agree to keep your password confidential and accept responsibility for all activities under your account. We reserve the right to change or remove usernames that we consider inappropriate, obscene, or objectionable.

5. PURCHASES AND PAYMENT

We accept the following payment methods:

- Visa
- Mastercard
- American Express
- Discover

You agree to provide current, complete, and accurate purchase and account information for all transactions. You will promptly update account and payment details, including email address, payment method, and payment card expiration date, to facilitate transactions and communications.

Sales tax will be added to purchases as required. Prices may change at any time. All payments are in US dollars.

You agree to pay all charges at the prices then in effect, plus applicable shipping fees, and authorize us to charge your chosen payment provider. We reserve the right to correct pricing errors, even after receiving payment.

We may limit or cancel quantities purchased per person, household, or order, including orders under the same customer account, payment method, or billing/shipping address. We reserve the right to limit or prohibit orders that appear to be placed by dealers, resellers, or distributors.

6. SUBSCRIPTIONS

Billing and Renewal

Your subscription will automatically renew until canceled. You authorize us to charge your payment method on a recurring basis without requiring prior approval for each charge. Your billing cycle depends on the subscription plan you select.

Free Trial

We offer new users a 7-day free trial. Your account will be charged according to your chosen subscription at the trial's end.

Cancellation

You can cancel your subscription anytime by logging into your account. Cancellation takes effect at the end of your current paid term. For questions or concerns, please email us at wickedpay7@gmail.com.

Fee Changes

We may adjust subscription fees periodically and will communicate price changes in accordance with applicable law.

7. RETURN POLICY

Please review our Return Policy before making purchases: <https://wickedpay.app/>

8. PROHIBITED ACTIVITIES

The Services may only be used for their intended purpose. Commercial use is prohibited unless specifically approved by us.

As a user, you agree not to:

- Systematically retrieve data to create collections, databases, or directories without permission
- Trick, defraud, or mislead us or other users
- Circumvent security features or restrict use/copying of Content
- Disparage, tarnish, or harm us or the Services
- Use information to harass, abuse, or harm others
- Submit false reports or misuse support services
- Use the Services in ways that violate laws or regulations
- Frame or link to the Services without authorization
- Upload viruses, Trojan horses, or disruptive material
- Use automated systems, data mining, or similar tools
- Remove copyright or proprietary notices
- Impersonate others or misuse usernames
- Upload passive information collection mechanisms
- Interfere with or disrupt the Services
- Harass our employees or agents
- Bypass measures restricting access to the Services
- Copy or adapt our software
- Decipher, decompile, or reverse engineer the Services
- Develop automated systems that access the Services
- Use purchasing agents
- Make unauthorized use of the Services
- Compete with us or use Services for commercial purposes
- Advertise or sell goods and services

- Transfer your profile

9. USER GENERATED CONTRIBUTIONS

Our Services do not currently offer users the ability to submit or post content. If this changes in the future, any contributions you make must comply with our standards:

- Must not infringe on third-party rights
- You must own or have necessary permissions to use and share
- Must have proper consent to use names or likenesses of individuals
- Must not be false, inaccurate, or misleading
- Must not be unsolicited advertising or promotional materials
- Must not be obscene, lewd, or otherwise objectionable
- Must not ridicule, mock, or abuse anyone
- Must not harass, threaten, or promote violence
- Must not violate any laws, regulations, or rules
- Must not violate privacy or publicity rights
- Must not violate laws concerning child protection
- Must not include offensive comments related to protected characteristics
- Must not otherwise violate these Legal Terms

Any violation may result in termination or suspension of your access to the Services.

10. CONTRIBUTION LICENSE

You and Wicked Pay agree that we may access, store, and process information you provide according to our Privacy Policy and your choices (including settings).

By submitting feedback about the Services, you agree that we can use and share such feedback without compensation.

We do not claim ownership of your Contributions. You retain full ownership of your Contributions and associated intellectual property rights. We are not responsible for statements or representations in your Contributions. You are solely responsible for your Contributions and agree to hold us harmless regarding them.

11. MOBILE APPLICATION LICENSE

Use License

If you access our Services via the App, we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on devices you own or control, strictly according to these terms.

You shall not:

1. Decompile, reverse engineer, disassemble, derive source code, or decrypt the App (except as permitted by law)
2. Modify, adapt, or create derivative works from the App
3. Violate laws or regulations in connection with the App
4. Remove or alter proprietary notices
5. Use the App for revenue-generating or commercial purposes
6. Make the App available over a network for multiple devices or users
7. Create competing products or services
8. Send automated queries or unsolicited emails
9. Use our interfaces or intellectual property for other applications or devices

Apple and Android Devices

When using the App from the Apple Store or Google Play:

1. Your license is non-transferable and limited to devices using iOS or Android
2. We are responsible for maintenance and support as specified here or required by law
3. App Distributors have no support obligations
4. For warranty issues, you may notify the App Distributor for potential refunds
5. You confirm you are not in an embargoed country or on restricted lists
6. You must comply with third-party terms when using the App
7. App Distributors are third-party beneficiaries of these terms

12. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to:

1. Monitor the Services for violations
2. Take legal action against violators
3. Refuse, restrict, or limit access to your Contributions
4. Remove content that is excessive or burdensome
5. Manage the Services to protect our rights and facilitate proper functioning

13. PRIVACY POLICY

We care about your privacy and data security. Please review our Privacy Policy: <https://wickedpay.app/privacy>. By using the Services, you agree to our Privacy Policy.

The Services are hosted in the United States. By using them, you consent to the transfer and processing of your data in the United States.

14. TERM AND TERMINATION

These Legal Terms remain in effect while you use the Services. We reserve the right to deny access or use of the Services to anyone for any reason, including violations of these terms or applicable laws.

We may terminate your use or participation in the Services or delete your account and content at any time without warning, at our discretion.

If we terminate or suspend your account, you may not register a new account under your name, a pseudonym, or a third party's name. We also reserve the right to take legal action, including civil, criminal, and injunctive remedies.

15. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to modify or remove content from the Services at any time without notice, though we have no obligation to update information.

We cannot guarantee uninterrupted service. We may experience technical issues or need to perform maintenance, resulting in interruptions or errors. We reserve the right to modify the Services at any time without notice.

You agree that we are not liable for any losses or inconveniences caused by your inability to access the Services during downtime or discontinuance. Nothing in these terms obligates us to maintain or update the Services.

16. GOVERNING LAW

These Legal Terms are governed by the laws of the State of New York applicable to agreements performed within New York, without regard to conflict of law principles.

17. DISPUTE RESOLUTION

Informal Negotiations

To resolve disputes efficiently, both parties agree to negotiate any dispute informally for at least 30 days before initiating arbitration. Negotiations begin upon written notice.

Binding Arbitration

If informal negotiations fail, disputes will be resolved through binding arbitration. YOU UNDERSTAND THAT THIS PROVISION WAIVES YOUR RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

Arbitration will be conducted under the American Arbitration Association's (AAA) Commercial Arbitration Rules and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes.

Arbitration may be in-person, through documents, by phone, or online. The arbitrator will make a written decision but need not provide reasons unless requested. The arbitrator must follow applicable law, and awards may be challenged if they do not.

Unless otherwise required by AAA rules or law, arbitration will take place in New York, United States. If a dispute proceeds in court rather than arbitration, it will be in state or federal courts in New York, and parties consent to personal jurisdiction there.

No dispute may be brought more than one year after the cause of action arose. If provisions of this section are found illegal or unenforceable, disputes covered by those provisions will be decided in court.

Restrictions

Arbitration is limited to disputes between the parties individually. To the extent permitted by law:

- No arbitration shall be joined with other proceedings
- No dispute shall be arbitrated on a class-action basis
- No dispute shall be brought in a representative capacity

Exceptions

The following disputes are not subject to informal negotiations and arbitration:

- Disputes involving intellectual property rights
- Allegations of theft, piracy, privacy invasion, or unauthorized use
- Injunctive relief

18. CORRECTIONS

Information on the Services may contain errors, inaccuracies, or omissions in descriptions, pricing, availability, or other details.

We reserve the right to correct errors and change or update information without prior notice.

19. DISCLAIMER

THE SERVICES ARE PROVIDED "AS-IS" AND "AS-AVAILABLE." YOU USE THE SERVICES AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES RELATED TO THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AND ASSUME NO LIABILITY FOR:

1. ERRORS, MISTAKES, OR INACCURACIES
2. PERSONAL INJURY OR PROPERTY DAMAGE
3. UNAUTHORIZED ACCESS TO SERVERS OR PERSONAL/FINANCIAL INFORMATION
4. SERVICE INTERRUPTIONS
5. VIRUSES, TROJAN HORSES, OR SIMILAR THREATS
6. ERRORS OR OMISSIONS IN CONTENT OR RESULTING LOSSES

WE DO NOT ENDORSE OR GUARANTEE THIRD-PARTY PRODUCTS OR SERVICES. WE ARE NOT RESPONSIBLE FOR TRANSACTIONS BETWEEN YOU AND THIRD PARTIES. USE YOUR BEST JUDGMENT AND EXERCISE CAUTION.

20. LIMITATIONS OF LIABILITY

WE, OUR DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM YOUR USE OF THE SERVICES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES.

OUR LIABILITY IS LIMITED TO THE AMOUNT YOU PAID TO US DURING THE THREE MONTHS BEFORE ANY CAUSE OF ACTION. CERTAIN STATE AND INTERNATIONAL LAWS MAY NOT ALLOW THESE LIMITATIONS, SO THEY MAY NOT FULLY APPLY TO YOU.

21. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless from claims, damages, liabilities, or demands arising from:

1. Your use of the Services
2. Breach of these Legal Terms
3. Breach of your representations and warranties
4. Violation of third-party rights
5. Harmful acts toward other users

We reserve the right to assume exclusive defense and control of matters requiring indemnification, at your expense. You agree to cooperate with our defense of such claims.

22. USER DATA

We maintain data you transmit to manage the Services and data related to your usage.

While we perform routine backups, you are solely responsible for data you transmit or activities you perform. We have no liability for data loss or corruption, and you waive any claims against us arising from such loss.

23. ELECTRONIC COMMUNICATIONS

By using the Services, sending emails, or completing forms, you consent to electronic communications. You agree that electronic notices, policies, and records satisfy legal requirements for written communication.

YOU AGREE TO ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, RECORDS, AND DELIVERY OF NOTICES AND POLICIES. You waive any rights requiring original signatures or non-electronic records.

24. CALIFORNIA USERS AND RESIDENTS

For unresolved complaints, California residents may contact the Complaint Assistance Unit of the Division of Consumer Services, California Department of

Consumer Affairs at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or call (800) 952-5210 or (916) 445-1254.

25. MISCELLANEOUS

These Legal Terms constitute the entire agreement between you and us. Our failure to exercise rights does not waive them. These terms operate to the fullest extent permitted by law.

We may assign our rights and obligations at any time. We are not responsible for losses caused by circumstances beyond our control.

If any provision is determined to be unlawful or unenforceable, it is severable and does not affect other provisions. No joint venture, partnership, employment, or agency relationship exists between us.

These terms will not be construed against us as the drafters. You waive defenses based on electronic form and lack of signatures.

26. CONTACT US

To resolve complaints or receive further information about the Services, please contact us at:

Wicked Pay LLC 651 N Broad St Middletown, DE 19709 United States Phone: 646-785-1143 Email: wickedpay7@gmail.com