



# Terms and Conditions

**Effective Date:** 07/21/2025

These Terms and Conditions ("Agreement") govern your access to and use of Digital Content Attention Validation Software, a patented marketing platform ("Service") provided by Real Pay LLC, an Ohio company ("Company", "we", "us", or "our"). By accessing or using the Service, you ("Customer", "you", or "your") agree to be bound by this Agreement.

## 1. Use of the Service

### 1.1 Eligibility

You must be at least 18 years old or the age of majority in your jurisdiction to use the Service.

### 1.2 Account Registration

To access the Service, you may be required to register for an account. You agree to provide accurate, complete, and current information and to maintain the security of your login credentials.

### 1.3 License

Subject to your compliance with this Agreement, we grant you a non-exclusive, non-transferable, limited license to use the Service during the Term.

## 2. Customer Responsibilities

- You are responsible for all activity occurring under your account.
- You must not use the Service for any unlawful purpose or in violation of any applicable laws.
- You agree not to attempt to gain unauthorized access to the Service or its related systems or networks.

## 3. Fees and Payment

### 3.1 Fees

Access to the Service may be provided on a per-payment basis. You agree to pay all applicable fees in accordance with the selected plan and billing terms.

### 3.2 Taxes



All fees are exclusive of applicable taxes. You are responsible for paying any applicable taxes.

### **3.3 Payment**

Users of the Service will have opportunities to redeem monetary rewards when certain thresholds are exceeded.

## **4. Intellectual Property**

The Service and all associated intellectual property are owned by the Company. This Agreement does not grant you any ownership interest in the Service or related content.

## **5. Data and Privacy**

We collect, use, and disclose your information as described in our Privacy Policy. You retain ownership of your data, but you grant us a license to use your data as necessary to provide the Service.

### **5.1 Video File**

If you choose to upload a video file, the digital content must be an upload-able file defined by the Service parameters.

## **6. Term and Termination**

### **6.1 Term**

This Agreement begins on the Effective Date and continues until terminated.

### **6.2 Termination by You**

You may terminate your account at any time by contacting support or through your account settings.

### **6.3 Termination by Us**

We may suspend or terminate your access to the Service at our discretion, including for breach of this Agreement.

### **6.4 Effect of Termination**

Upon termination, your right to use the Service ceases immediately. We may retain or delete your data according to our data retention policies.



## **7. Warranties and Disclaimers**

The Service is provided "as is" and "as available". We disclaim all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **8. Limitation of Liability**

To the fullest extent permitted by law, the Company shall not be liable for indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, arising from or related to the Service or this Agreement.

## **9. Indemnification**

You agree to indemnify, defend, and hold harmless the Company and its affiliates, officers, agents, and employees from any claims, damages, liabilities, and expenses arising out of your use of the Service or breach of this Agreement.

## **10. Changes to the Agreement**

We may modify these Terms at any time by posting the updated version. Your continued use of the Service after changes become effective constitutes your acceptance of the revised Terms.

## **11. Governing Law**

This Agreement is governed by the laws of the State of Ohio, without regard to its conflict of laws rules.

## **12. Miscellaneous**

- This Agreement constitutes the entire agreement between you and the Company.
- If any provision is found to be unenforceable, the remainder will remain in effect.
- No waiver of any term shall be deemed a further or continuing waiver of such term or any other term.

### **Contact Us**

If you have any questions about these Terms, please contact us at [info@realpaytechnology.com](mailto:info@realpaytechnology.com)