

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms tell the User ("You", "Merchant") the rules for using our website <https://pay.inc/> ("Site").

WHO WE ARE AND HOW TO CONTACT US

<https://pay.inc/> is a site operated by **NEXT SOLUTIONS CORP** ("We", "Next Solutions"). We are a corporation registered in Canada under company number **1001042225**, and have our registered office at:
155 East Beaver Creek Road, Suite 24-147, Richmond Hill, Ontario, L4B2N1, Canada.

You can contact us at **info@next-solutions.io**.

We have built a payment software for online payments, and we can provide both cashier and acquiring services. Being a payment software, Next Solutions can attract banks and payment providers for the provision of processing services. By connecting to Next Solutions' payment software, Merchant may process payments on his website via credit and debit cards, alternative payment methods and bank transfers.

We have Certificate of Compliance Payment Card Industry Data Security Standard (PCI DSS), category: the Service Provider Level 2.

We are not a payment institution, but rather the agent contracted with payment service providers and banks. All client's funds are held on accounts of such banks and payment service providers which are held liable for the client. However, we shall do our best to secure all risks in connection to client's funds and timely payouts.

To contact us, please use the <https://pay.inc/contact-us/>.

BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

AGE OF USERS

The Site and the Services of Next Solutions are available only to users who can form legally binding contracts under applicable law. By using this Site, you represent and warrant that you are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

You are responsible for checking these terms periodically for any changes.

WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities.

WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

The legal relationship between us and a specific Merchant about providing payment software services is governed by Payment Software Agreement, which is concluded in writing in each specific case.

DISCLAIMER OF WARRANTIES

We provide this Site and its contents "AS IS." We and our suppliers make no express warranties or guarantees about this Site.

To the extent permitted by law, we disclaim implied warranties including any warranty that the site is or will be merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. We do not guarantee that this site or its content will meet your requirements, is error-free, reliable, or will operate without interruption.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Under no circumstances shall Next Solutions be liable for any damages, including without limitation direct, indirect, special, incidental or consequential damages, losses and expenses arising out of or in connection with this site or any linked website, or their use or inability to use, or arising from a malfunction, error, omission, interruption, defect, delay in performance or transmission, computer virus, line failure or system failure, even if Next Solutions or its representatives are aware of the possibility of such damage, loss or expense.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Confidentiality And Data Protection Policy.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under applicable law. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

APPLICABLE LAW

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of Ontario and Canada. We both agree to the exclusive jurisdiction of the courts of Ontario, Canada.