

Payfiniti E-Wallet

Terms & Conditions

These Terms and Conditions (the “**Terms**”) represent an agreement between you as the Account Holder and PayFiniti, LLC (“**PayFiniti**”, or “**Provider**”) and contains the terms and conditions under which the E-Wallet Account has been issued to you by Payfiniti through our sponsor bank Florida Capital Bank (“**Sponsor Bank**” or “**FCB**”), who provides FDIC insurance for the E-Wallet up to the maximum coverage amount. We encourage you to read these Terms carefully to ensure that you understand each provision. These Terms apply to you, as the Account Owner. By creating an E-Wallet Account, using your E-Wallet, or by otherwise accessing or using the services described herein or provided by PayFiniti, you signify that you have read, understood, and agree to be bound by these Terms. The Account Owner must accept and agree to be bound by these Terms in order to use the E-Wallet. You acknowledge and agree that the value available in the E-Wallet is limited to the funds that you have loaded into the E-Wallet Account or have been loaded into the E-Wallet Account on your behalf. The E-Wallet does not have an expiration date and the funds available in the E-Wallet Account remain available for your use until they are fully depleted. The E-Wallet is a prepaid electronic mobile wallet, as that term is generally understood in the industry. The E-Wallet is not a gift, credit, debit or charge mobile wallet, but it does serve the same purpose as a checking, savings or other asset account. The E-Wallet is not available for resale. You will not receive any interest on your funds in your E-Wallet. The E-Wallet will remain the property of the Provider and must be surrendered upon demand. The E-Wallet is non-transferable, and it may be canceled, repossessed, or revoked at any time by the Provider without prior notice subject to applicable law. We may close your E-Wallet Account if we determine that you have failed to comply by these Terms or used it for illicit purposes. We may refuse to process any transaction that we believe may violate the terms of these Terms. The E-Wallet is only offered to individuals over the age of 18 who can lawfully enter into and form contracts under applicable law, and by using E-Wallet you represent and warrant to us that you are such an eligible individual.

To the extent permitted by applicable law, these Terms contain a mandatory individual arbitration and class action/trial jury trial waiver provision that requires the use of arbitration on an individual basis, rather than jury trials or class actions.

Definitions. In these Terms, the following defined terms shall have the respective meanings provided below:

- “**Account Owner**,” “**you**” and “**your**” mean the Person that has qualified for and established a Payfiniti E-Wallet pursuant to these Terms.
- “**E-Wallet**” or “**E-Wallet Account**” means an online payment tool and software application that serves as an electronic wallet issued to you by PayFiniti, LLC, including the records we maintain to account for the value of transactions that occur.
- “**Sponsor Bank**” shall mean Florida Capital Bank, which establishes and maintains the program account for the benefit of each Account Owner as well as pass through FDIC depository insurance up to the standard maximum deposit insurance amount, and may work with other third parties to administer the program.
- “**Provider**” means PayFiniti, LLC, any member-owner, and any and all of its affiliates (hereinafter, collectively “PayFiniti”), which provides the program, mobile application, and customer service for the E-Wallet. “**We**,” “**us**,” and “**our**” mean the Provider, our successors, affiliates or assignees.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “**days**” found in these Terms are calendar days unless indicated otherwise.

Consent to Use Electronic Signatures and Communications.

Your Consent. To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under these Terms and in connection with your relationship with us (collectively, “**Communications**”). By accepting and agreeing to these Terms electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you and/or your electronic devices satisfy the minimum hardware and software requirements specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below.

Your Right to Withdraw Your Consent. Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by contacting us or notifying us at:

PayFiniti, LLC

28420 Hardy Toll Rd, Suite 225
Spring, TX
77373

If you withdraw your consent to receive Communications electronically, we reserve the right to close your E-Wallet Account and return your remaining E-Wallet balance as set forth in these Terms (in which case you will no longer be able to use your E-Wallet, except as expressly provided in these Terms). Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

Using Your E-Wallet.

You may use E-Wallet to transfer available funds to other linked wallet accounts. Transfers can be initiated at any time, but you may not exceed the available balance in your E-Wallet Account. You can add to your available balance via ACH, wire transfer, cryptocurrency, etc.

Stopping Payment. Authorization for a transaction may not be withdrawn (or revoked) by you after it is received and/or processed; however, any payment which is agreed to take place on a date later than the date it was authorized may be withdrawn as long as notice of withdrawal was provided no later than the business day before it is due to take place.

Negative Balance. You acknowledge and agree that the balance available in your E-Wallet Account is limited to the funds that have been loaded to your E-Wallet by you or on your behalf. Each time you use your E-Wallet, you authorize us to reduce the balance available by the amount of the transaction and any applicable fees. You may not initiate transactions exceeding the available balance in your E-Wallet Account. Nevertheless, if any fees or other activity cause your E-Wallet Account to have a negative balance, you agree to pay us promptly for the full amount of the negative balance. We may deduct the negative balance owing from any current or future funds loaded to your E-Wallet. If your E-Wallet Account has a zero or negative balance, we may, at our option, cancel your Account without notice.

Foreign Currency. Your E-Wallet Account can be used only for purchases made in U.S. Dollars. Transactions in foreign currencies are not authorized.

Cash Access. NONE

E-Wallet Expiration. Your E-Wallet Account does not have an expiration date; however, after 12 months of inactivity, you will be charged an inactivity fee of \$2.95 per month until the account is reactivated by use or the account balance reaches zero and is closed. The funds on the E-Wallet do not expire and you

retain access to your funds for as long as you continue to maintain your account active and in good standing. If you have questions regarding the funds remaining on your E-Wallet, write to us at the address in the Contact Information section above.

Your Responsibilities.

You Must Keep Your Contact Information Current With Us. In order to ensure that we are able to provide you with continued service and Communications electronically, you must notify us of any change in your email address and your mobile device number or other text message address by updating your profile through the PayFiniti mobile application or website at www.myaccount.payfiniti.com. We will not be liable to you if your contact details have changed and you have not informed us.

Communications. You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

Hardware and Software Requirements. In order to access and retain Communications provided to you electronically, you must have: (a) a valid email address; (b) a computer or other mobile device (such as tablet or smart phone) that operates on a platform like Windows or a Mac environment; (c) a connection to the Internet; (d) a current version of a compatible Internet browser; (e) a current version of a program that accurately reads and displays PDF files (f) a computer or device and an operating system capable of supporting all of the above; and (g) a printer to print out and save Communications in paper form or electronic storage to retain "Current Version" means a version of the software that is currently being supported by its publisher.

Compromised Accounts and Errors. Contact us at once if you believe your E-Wallet Account has been compromised or reflects an erroneous transaction. If you believe your E-Wallet Account has been compromised, or that someone has transferred or may transfer money from your E-Wallet Account without your permission, email us at support@payfiniti.com. If your E-Wallet has been compromised, we may have to close your E-Wallet Account to prevent further losses. Disputes with a merchant must be resolved by you directly with the merchant – see .

Two-Factor Authentication. You will be required to authorize all transfers into and out of your E-Wallet Account using a code from email or the phone number on file. Two-factor authentication is the security feature protecting your E-Wallet and you will be required to enter the code to authorize each transaction and/or transfer. You are responsible for keeping your contact information secret. PayFiniti will not be responsible for any losses you may incur if the two-factor code is correctly entered to authorize a transaction or transfer. If you believe that anyone has gained unauthorized access to your email or phone, you should advise us promptly following the procedures in the paragraph labeled "Compromised Account."

Liability for E-Wallet Account Owners. As the Account Owner, you will be responsible for any and all transactions connected to your E-Wallet Account and for any and all applicable fees or charges that you may legitimately incur. You agree that your E-Wallet Account may only be used in accordance with these Terms. You agree to comply with these Terms and you are liable to us for any breach of these Terms by anyone whom you authorized to use your E-Wallet Account. The use of your E-Wallet Account will be regarded as your confirmation to us that you have accepted these Terms.

E-Wallet Account Balance/Transaction History. You are responsible for keeping track of your E-Wallet Account available balance. Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your E-Wallet Account by accessing the PayFiniti mobile application. This information, along with a sixty (60) day history of E-Wallet Account transactions, is also available online at www.myaccount.payfiniti.com.

Changes to Form of Communication. We reserve the right, in our sole discretion, to continue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating these Terms or delivering notice of such termination or change electronically.

FDIC Insurance. The funds underlying your E-Wallet Account are FDIC insured up to the maximum limit, provided we have been able to fully verify your identity.

Disclosure of E-Wallet Information to Third Parties. We may disclose information (including personally identifiable information) to third parties about you, the E-Wallet, your E-Wallet Account and the transactions related to the E-Wallet or E-Wallet Account: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of the E-Wallet or E-Wallet Account for a third party (e.g., a merchant); (iii) in order to comply with any law or to comply with requirements of any government agency or court order; (iv) if you give us your written consent; (v) to service providers who administer the E-Wallet or the E-Wallet Account or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to prevent, investigate or report possible illegal activity; (vii) in order to issue authorizations for transactions on the E-Wallet; (viii) in accordance with our Privacy Policy; and (ix) as otherwise permitted by law. Please see our Privacy Policy for further details.

Our Liability for Failure to Complete Transactions. If we do not properly complete a transaction from your E-Wallet on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (i) If through no fault of ours, you do not have enough funds available on your E-Wallet to complete the transaction; (iv) If access to your E-Wallet has been blocked after you reported your E-Wallet as having been compromised; (v) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use; (vi) If we have reason to believe the requested transaction is unauthorized; (vii) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or (viii) Any other exception stated in our Agreement with you.

E-Wallet Account Suspended or Closed. We can close or suspend your E-Wallet Account at any time for any reason including if the activity on your E-Wallet Account appears suspicious. Unusual or multiple purchases may prompt an inquiry or E-Wallet suspension to allow us to investigate such unusual activity. We reserve the right, in our sole discretion, to limit your use of the E-Wallet. We may refuse to issue an E-Wallet or may revoke E-Wallet privileges with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use a closed, revoked, canceled, suspended or otherwise invalid E-Wallet. If we cancel your E-Wallet Account through no fault of yours, you may request a refund of any remaining balance and we will issue you the balance of your funds in the E-Wallet Account (less incurred fees and charges) at no cost to you. We may charge a fee to issue a check for the remaining balance in all other circumstances. Checks will be mailed to you at the mailing address you have provided to us. Cancellation of your E-Wallet Account will not affect any of our rights or your obligations arising under this Agreement prior to cancellation.

Other Miscellaneous Terms.

Assignment. Your E-Wallet and your obligations under these Terms may not be assigned. We may transfer our rights under these Terms. Use of your E-Wallet is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights

by delaying or failing to exercise them at any time. If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of these Terms shall not be affected.

Changes to Terms. We may amend or change the terms and conditions of these Terms at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. As of the effective date, the new Terms will control the administration of the E-Wallet Account in all respects and all previously accepted Terms shall no longer be applicable. However, if the change is made for security purposes, we can implement such change without prior notice.

Information About Your Right to Dispute Errors. In case of errors or questions about your E-Wallet Account, email Support@PayFiniti.com, or write to:

PayFiniti, LLC
28420 Hardy Toll Rd, Suite 225
Spring, TX
77373

We will allow you to report an error until sixty (60) days after the earlier of the date you electronically access your E-Wallet Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by writing to us at the contact information listed above. You will need to tell us:

- Your name and PayFiniti Username;
- Why you believe there is an error, and the dollar amount involved; and
- Approximately when the error took place.

If you provide this information orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days of hearing from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your E-Wallet Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and you do not provide it within ten (10) business days, we may not credit your E-Wallet.

For errors involving linked wallet transfers, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, contact us at the telephone number or address shown above.

English Language Controls. For the sake of accuracy and to avoid confusion, these Terms are only available in the English language. Any translation of these Terms that is obtained or provided is for your convenience only. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

Customer Service. For customer service or additional information regarding your E-Wallet, please contact PayFiniti Customer Service by emailing support@payfiniti.com, selecting the "Help" option within the PayFiniti mobile application or website, or by writing us at PayFiniti, LLC, 28420 Hardy Toll Rd, Suite 225, Spring, TX, 77373.

Telephone Monitoring/Recording. From time-to-time, we may monitor or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE E-WALLET AND ALL RELATED INFORMATION, TECHNOLOGY AND SERVICES PROVIDED BY OR ON BEHALF OF PAYFINITI ARE PROVIDED “AS IS,” “WHERE IS” AND “AS AVAILABLE” AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND PAYFINITI EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF PAYFINITI IS ADVISED OF THE PURPOSE), ACCURACY AND/OR NON-INFRINGEMENT. IN ADDITION, PAYFINITI DOES NOT WARRANT THAT ACCESS TO THE E-WALLET ACCOUNT WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE E-WALLET WILL MEET YOUR NEEDS, OR THAT DATA WILL NOT BE LOST.

WE ARE NOT RESPONSIBLE OR LIABLE TO YOU (I) FOR THE QUALITY, SAFETY, LEGALITY, OR ANY OTHER ASPECT OF ANY GOODS OR SERVICES PURCHASED FROM ANY MERCHANT OR RETAILER WITH THE E-WALLET, (II) IF ANY MERCHANT OR RETAILER REFUSES TO HONOR THE E-WALLET ACCOUNT, AND/OR (III) FOR ANY OTHER PROBLEMS YOU MAY HAVE WITH ANY MERCHANT OR. SUBJECT TO APPLICABLE LAW, IF YOU HAVE A DISPUTE WITH A MERCHANT OR RETAILER, YOU AGREE TO SETTLE THE DISPUTE DIRECTLY WITH THE MERCHANT OR RETAILER. REMEMBER THAT ONCE YOU HAVE USED YOUR E-WALLET TO MAKE A PAYMENT OR PURCHASE, WE CANNOT STOP THAT TRANSACTION.

Indemnity. Provided we have complied with our obligations under this Agreement, and subject to applicable law, you agree to indemnify, defend and hold us (and our agents, program managers, affiliates, officers, employees and representatives) harmless against any third-party claim arising from or in connection with, directly or indirectly, any use of your E-Wallet, these Terms or any related service we provide.

Limitation of Liability. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, PAYFINITI SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES. PAYFINITI'S TOTAL LIABILITY TO ANY PARTY OR PERSON FOR ANY MATTER WHATSOEVER (INCLUDING INDEMNIFICATION AND FAILURE TO COMPLETE TRANSACTIONS) IS LIMITED TO THE LAST SIX (6) MONTHS OF FEES RECEIVED FROM THE ACCOUNT OWNER PRIOR TO THE DATE OF THE CLAIM.

Governing Law. These Terms will be governed by the laws of the State of Nevada, without regard to choice or conflict of laws.

Arbitration

- For any and all controversies, disputes, demands, claims, or causes of action between you (which includes for purposes of this provision any Account Holder) and us (including the interpretation and scope of this section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to your E-Wallet Account, or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the federal judicial district located in Las Spring, Texas. As used in this section, “we” and “us” mean PayFiniti, LLC and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, “we” and “us” include any third party providing any product, service, or benefit in connection with the E-Wallet Accounts or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim or cause of action subject to this section.

- Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules. Notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in a federal or state court located in the federal judicial district of Account Owner’s principal location or in Spring, Texas, in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located therein for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.
- You agree to the following in connection with any arbitration: (i) no class or similar group arbitration will be permitted; (ii) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (iii) subject to any limitations of liability in these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (iv) each party will pay its own attorneys’ fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys’ fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.
- You understand and agree that, by agreeing to these Terms, (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; (ii) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE BETWEEN US; and (iii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY DISPUTE BETWEEN US.
- This arbitration provision will survive termination of the E-Wallet Account or these Terms as well as any voluntary payment of any debt in full by Account Owner or bankruptcy by Account Owner, or you or any bankruptcy by you or us. With the exception of the provision of this section prohibiting arbitration on a class or collective basis, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable or illegal part was not contained herein.

Financial Information. You agree that a report about your finances, and the finances of any Account Holder, may be requested from a credit reporting agency or other agency and reviewed by us in connection with these Terms.

Force Majeure. No failure or omission by either party in the performance of any obligation of these Terms shall be deemed a breach of these Terms or create any liability if the same shall arise from any cause or causes beyond the control of such party, including the following: acts of gods; acts or omissions of any government; any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof; fire; storm; flood; earthquake; accident; war; terrorist act; rebellion; insurrection; riot; and invasion; provided that such failure or omission resulting from one of the above causes is cured as soon as is practicable after the occurrence of one or more of the above mentioned causes.

Entire Agreement. These Terms contain the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof.

Third Party Beneficiaries. Account Holder is not a third-party beneficiary of these Terms and may not bring any action or assert any claim to enforce any rights or obtain any remedies under these Terms.