PAYSEND ACCOUNT TERMS

US CONSUMERS

Version: May 2026

NOTICE: THESE TERMS OF SERVICE REQUIRE ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.

Why these terms are important

These Terms of Service ("**Terms**") apply to your use of the account you obtain when you successfully register with us ("**Paysend Account**"), which is made available to you via our mobile app ("**Mobile App**") or website ("**Website**"), so that we can offer you our money remittance services. You must read these Terms carefully, as well as our Privacy Notice (which forms part of these Terms). You understand and confirm that by accepting these Terms and our Privacy Notice, you agree to abide by them. We will ask you to accept these Terms before you obtain your Paysend Account. You can download these Terms and our Privacy Notices at any time from our Mobile App or Website (www.paysend.com). You may also request a copy at any time by contacting us via any of the methods set out in the "**Contacting Us**" section below.

Who we are

The Paysend money transfer service is provided to you by Paysend US LLC ("**Paysend**"), and if you live in New York, California, or Massachusetts by Cross River Bank ("**CRB**").

Any reference to "we", "us" and "our" in these Terms will mean Paysend and CRB, as the context requires. To be able to provide you with our services, Paysend has obtained money transmitter licenses in most U.S. states. In the states where Paysend does not have money transmission licenses, all money transmissions are performed by CRB. The table below provides further details regarding the entity providing the money transmission service:

Entity	Head office	Regulatory permissions
Paysend US LLC, a company incorporated and registered in the USA with NMLS ID 2048617	801 Brickell Av, 8th floor, office 810 Miami, FL, 33131, USA	Holding Money Transfer Licences in 48 US states and territories and regulated by the Financial Crimes Enforcement Network (FinCEN). Paysend US LLC provides you services through its own licenses if you live in any US state other than New York, California, or Massachusetts.

Cross River Bank, incorporated and registered in New Jersey, a state-chartered bank, with RSSD ID 3783313, and federally regulated by the FDIC.	2115 Linwood Ave, Suite 100, Fort Lee, NJ 07024	If you live in the following states, money transfer services are provided to you by CRB: New York, California, or Massachusetts. CBR is a state-chartered bank that is federally regulated by the Federal Deposit Insurance Corporation (FDIC). Where money transmission services are provided by CRB, Paysend solely provides your information to CRB on a pass-through basis and CRB is the only entity authorized to initiate or execute payments and transfers on your behalf. At no time will Paysend receive, control, or hold your funds, constructively or otherwise.

If there is any part of these Terms you do not understand or wish to clarify, please contact us. (See "**Contacting Us**" section below.)

1. Your Paysend Account

(a) Your Paysend Account will enable you to electronically transfer funds to bank cards, bank accounts, digital wallets, or other Recipient channels of third parties using your bank cards (hereinafter - "**Funding Source**"), linked to your Paysend Account. All options may not be available for all countries and are subject to change at any time. The available options for your individual transaction will be presented at the time you initiate the transfer.

(b) You can view the transactions carried out in your Paysend Account on our Website or via our Mobile App.

2. Contacting Us

For Customer Service or additional information regarding your Paysend Account, including the terms, conditions and fees that apply, as well as your transaction history, please contact us:

By visiting our Website: www.paysend.com and tapping the Chat icon on the bottom of each page
By logging into the Mobile App: and selecting Chat in the Main Menu (available 24/7)
By emailing us at: help@paysend.com
By phone at: +1 844-938-8840 (Toll-Free within the USA)
By mailing us at: PAYSEND, 801 Brickell Avenue, 8th Floor, Miami, FL 33131

There is no cost for contacting Customer Service. When you contact Customer Service, you may be asked to provide certain personal information so we can verify your identity.

For your security, please DO NOT send the following information to us via unsecure or unencrypted email: (i) your full Paysend Account number, (ii) your personal identifiable information, such as full social security number or birth date, (iii) your login information for internet account access, or (iv) images of identification documents such as your state-issued ID or social security card (unless we specifically request your documents). You may be asked to upload supporting documentation containing this information via the preferred method - our secure mobile application.

3. Eligibility and Fraud Awareness

(a) To use our services, you must:

(i) be at least 18 years old (or 19 if you reside in a state where the age of majority is 19);

(ii) be a U.S. citizen or a legal alien residing in the United States, Puerto Rico or the District of Columbia;

(iii) register with us by creating a Paysend Account in accordance with the instructions set out on the registration page of our Website including indicating your agreement to be bound by these Terms;

(iv) not be in breach of any of these Terms;

(v) not be a user of an operational Paysend Account or have a blocked/suspended Paysend Account with us; and

(vi) not be a user of a Paysend Account that was previously closed by us.

(b) **Consumer Fraud Awareness**

To decrease the likelihood of falling victim to fraudsters, money launderers, or others involved in illegal activity, we urge you to:

- Never send money to strangers;
- Never send money to pay for taxes or lottery winnings;
- Never send a money transfer for online purchases;
- Never deposit a check for someone who requests that you send a portion of the money back to them using the service;
- Never send money in an emergency unless you have verified the veracity of the emergency; and,
- Closely guard the user ID and password used to access your Paysend Account.

Let us know immediately if you think that someone is trying to scam you, or if you suspect your user ID or password have been lost or stolen. See the “Contacting Us” section above for more information on how to reach us.

If you reside in Washington: for your protection, please ensure that you know and trust your recipient. If you send money to an illegitimate or incorrect recipient, this may result in a loss of your money without recourse.

4. Opening a Paysend Account

(a) To become a customer, you must register with us to open a Paysend Account by providing all of the information requested on the registration page of our Website or Mobile App. You must not apply for more than one Paysend Account.

(b) You must not provide any false, inaccurate, incomplete or misleading information.

(c) You will have to enter the following information into the relevant fields of our Paysend Account form: full name, date of birth, residential address, mobile phone number, email address and depending upon limits and other considerations, your social security number (“**SSN**”) or individual taxpayer identification number (“**ITIN**”) and/or other valid ID verification that may be requested. You may not be able to use the Paysend Account or any part of its functionality until you have passed our identity and security validation and verification checks, and provided information requested in accordance with anti-money laundering regulations and our internal policies. To gain access to increased transfer limits, you will be asked to provide supporting documentation that may contain additional identifying information or proof of income.

(d) **USA PATRIOT Act / Customer Identification Program Notice:** To help the U.S. government fight the funding of terrorism and money laundering activities, federal law requires financial institutions and money services businesses to obtain, verify, and record information that identifies each person who opens an account or uses our services. This means that when you register for or use the Service, we may ask for your name, address, date of birth, and other information that allows us to identify you. We may also ask to see your government-issued identification or other identifying documents. If you do not provide this information, or if we are unable to verify it, we may delay, restrict, or prevent your access to the Services.

(e) You must link your Funding Source to your Paysend Account by following the instructions provided on our Website or Mobile App. You may not, and must not attempt to, link a Funding Source that is not in your name and/or does not belong to you.

(f) Any transaction initiated by you will require you to provide: the Funding Source details, the transaction amount, and the designated Recipient's full name, address, bank card, bank account, bank statement, digital wallet, or other Recipient channel details. Designated Recipient ("**Recipient**") means the person specified by you as the authorized Recipient of the remittance transfer to be received at a location in a foreign country. Additional identifying information about the Recipient such as address and/or telephone number may be required depending on the location where the funds are being sent. All transfer options may not be available for all countries and are subject to change at any time. If a transaction amount or a cumulative amount of the transactions made by you exceeds a threshold established by us from time to time, you will have to provide us with some additional documents and information to our full satisfaction, as will be determined by us in our sole discretion. Refer to the Transactional Limits section below for additional threshold details. Such documents and information may include, without limitation, clear color photos or scan copies of your identification documents, documents confirming your residence address, and such other documents as we may request in our sole discretion.

(g) We retain the right to request any additional documents and/or information regarding you, your transaction(s) and/or sender and/or Recipient of funds of your transaction. We will decide in our sole discretion whether the documents and/or information provided are sufficient to allow you to use our services or any part of them.

(h) We will request an update or confirmation of your information and documents, kept in our files, as frequently as needed for us to follow our internal policies and to comply with the applicable laws and regulations.

(i) We may check all personal and identity verification information you give us with credit reference or fraud prevention agencies and other organizations. These agencies may keep a record of your information and the searches made. However, we do not perform a credit check and any search is for identity purposes only and will be recorded as such.

(j) We shall keep records of the information and documents we received from you in accordance with all applicable legal and regulatory requirements.

(k) It remains in our sole discretion whether we allow you to access our services.

5. Using Your Paysend Account

5.1. **Paysend Account's Functionality:**

(a) You may use your Paysend Account only for personal, family, or household purposes. This means that you are allowed to pay for services, goods and support of family and friends. Your Paysend Account cannot be used for business-related activities unless specifically authorized by us. Business purposes include activities such as paying payroll or salaries; making payments or taxable transactions that are considered business-related; or business-to-business settlement transactions.

(b) Upon successful registration with us, we will issue you with your Paysend Account, and you will be able to, subject to the payment of any applicable Fees and compliance with these Terms, use your Paysend Account to transfer funds to bank cards, bank accounts, digital wallets, or other Recipient channels of third parties.

(c) Your Paysend Account must only be used by you. You must not allow anybody else to use your Paysend Account. Doing so may compromise the integrity of your Paysend Account and we may not be able to protect you from unauthorized use. If we do discover that your Paysend Account has been used by someone else other than you, we may block your Paysend Account, and you will no longer be able to use it.

(d) **PROHIBITED ACTIVITIES:** You may not use your Paysend Account for payment for any of the products and/or services listed in our Prohibited Activities List, which you can find here: https://paysend.com/en-us/prohibited-activities

5.2 Global Transfer

Our money transfer service ("**Global Transfer**") allows you to send money to other people by using your Paysend Account. Each time you make a Global Transfer, these Terms are incorporated into the terms of each Global Transfer.

We make Global Transfers possible to a wide number of countries around the world where we have the capability to offer such services. The countries may change from time to time and we may add our services to or discontinue services in particular countries at any time, in our sole discretion, and without prior notice to you.

You must not make a Global Transfer through your Paysend Account for anyone else, but yourself.

We can make a Global Transfer on your behalf if you provide us with certain information about you and the Recipient. The information we need from you depends on how you send the funds and how the Recipient will receive the funds.

The methods we have available to send a Global Transfer may differ from time to time or may not all be available to you. This availability is entirely at our discretion and we do not need to provide you with notice that we have these methods or have withdrawn some of them. You will always be able to see and select your preferred sending method from those available at the time when you make a Global Transfer request.

How you send, or the information we need about the Recipient, for us to make the Global Transfer	What Recipient information you must give us
Other payment account	account details as required by the Recipient's account provider. If you're paying someone outside the US, you might need their IBAN or BIC/SWIFT.
By card transfer	name and the Recipient's 16-digit card number. For this type of transfer, the transfer is sent via a card network (such as Mastercard or Visa).
Digital wallet	digital wallet identification number and any other information that our local partners may request (such as the Recipient's name and address) to help them identify the Recipient.
By a virtual card which the Recipient can use to pay for goods and services	mobile telephone number (including country code). The Recipient must also click on the link we text them to create (or log into their) Paysend Account. Once the Recipient creates a Paysend Account (or if they already have a Paysend Account), they will be able to spend the value of the funds you sent to them through a virtual card held by Paysend Plc.

Cash Pickup	mobile telephone number (including country code) as well as the Recipient's full name.

You must provide us with the Recipient's correct details. Not doing so means your Global Transfer could be delayed, declined, or it could go to the wrong person. Depending on the legal requirements of a Recipient's location, we may also ask for more information about you or the Recipient.

To continue making a Global Transfer, you'll be prompted to fund your Global Transfer (see Funding your Global Transfer section below). Once you enter these details and fund your Global Transfer, you've authorized a Global Transfer. You acknowledge and agree that Global Transfers may be settled through an account of Paysend with Paysend PLC, an affiliate of Paysend that is regulated by the Financial Conduct Authority of the UK, and you direct that your funds be routed accordingly.

You may fund a Global Transfer by using any of the funding methods we have available at the date of your Global Transfer.

If you want to make a Global Transfer in:

- the same currency as your funding currency, we may charge a fee; or
- a currency that is different to the currency of the account or card you used to make a Global Transfer, we may charge a fee and will exchange your money using our exchange rate at the time of the transfer.

We'll always inform you of any Global Transfer fees and any applicable exchange rates from your Paysend Account before you make a Global Transfer.

Making a Global Transfer via virtual card ("Paysend Libre")

(a) We allow you to send money to Recipients via a virtual card (a payout option we call ***Paysend Libre***), through **Paysend Plc** (a licensed entity regulated by the Financial Conduct Authority of the UK). Paysend Plc holds the virtual card. This means that you are accessing this service through a UK company and therefore the applicable laws and regulations that apply to this particular method of transferring funds are those of the UK. To that end, you agree to use the virtual card as a sending method on this basis. If you don't agree to do so, you should not use virtual cards as a method of transferring funds to your Recipients.

(b) Where you have sent funds to a Recipient via a virtual card, we may have to refund you, if:
(i) the Recipient is ineligible to create a Paysend Account or does not create a Paysend Account (because they don't provide us with information we request or for another reason);
(ii) the Recipient creates or has a Paysend Account but doesn't accept the payment after 14 days; or
(iii) on the expiry of any virtual card, the Recipient doesn't spend the value of the payment and asks that the payment (or part of it) be refunded to you. If we cannot refund the unspent payment (or part of it) to the account or card you used to make the payment, we'll contact you to find another way to refund you.

(c) The limits for sending payments with Paysend Libre in the US are the same or lower than for regular Global Transfers. The table below sets out limits applicable if you use the Paysend Libre payout method. **Please note:** in the table, 'Tier 1' means registered users, 'Tier 2' means registered users who have passed ID checks, and 'Tier 3' means registered users who have passed ID checks and provided proof of income.

TRANSACTION LIMITS USING PAYSEND LIBRE PAYOUT METHOD *			
	Tier 1 (Basic)	Tier 2 (Advance)	Tier 3 (Ultimate)
Daily: Maximum cumulative amount of all daily money transfers	May not exceed $999	May not exceed $5,000	May not exceed $10,000
Weekly: Maximum cumulative amount of all weekly money transfers	May not exceed $999	May not exceed $15,000	
Monthly: Maximum cumulative amount of all monthly money transfers	May not exceed $999	May not exceed $15,000	
Three-monthly: Maximum cumulative amount of all money transfers every three months	May not exceed $999	May not exceed $15,000	
Bi-Annually: Maximum cumulative amount of all bi-annual money transfers	May not exceed $2,000	May not exceed $30,000	
*We may increase or decrease these limits or add additional limits from time to time in our sole discretion. We reserve the right to accept or reject any request to complete a money transfer if we reasonably suspect the transfer is prohibited as outlined in these Terms or prohibited by applicable law. We will provide advance notice of such changes when required by law. **Sending payments:** Without verifying your ID you can send up to three transfers, up to a total of $500 USD, in a three-month period. After we've verified your ID, you can send up to 100 transfers, up to $1,000 USD each and up to a total of $15,000 USD, in a three-month period.			

(d) If you want any unspent funds to be returned to you, you can do this at any time from either the date of your last value load or 30 days after the expiration of the Recipient's virtual card, but you'll need to contact your Recipient, who can make this request by contacting us (see our contact information in the "Contacting Us" section above). We'll then refund any money due to you (less any applicable fees or lawful offsets, if any) and the refund may take up to 30 days to be sent to you from the date on which we receive your refund request.

5.3 Funding your Global Transfer

You can fund a Global Transfer by using any of the funding methods that appear on our Website or Mobile App. We'll only accept funds from an account or card held in your name.

We'll process your Global Transfer once we receive your money or our partners confirm those funds are available. If we do not receive the funds or they do not reach us within a reasonable time, we may reverse that credit.

5.4 Transaction Limits

Your Global Transfer may be subject to limits associated with transactions in our sole discretion. We may increase or decrease these transactional limits or add additional limits from time to time in our sole discretion and without prior notice to you, to the extent permitted by applicable law. For security reasons, we may impose additional Limits. We reserve the right to accept or reject any request to use your Paysend Account if we reasonably suspect your Paysend Account is being used for prohibited purposes. Your personal transactional Limit is available on the home page of our Website and Mobile App after login. To apply for access to increased limits, you will be required to provide additional documentary support. The transaction limits set out in the table below, apply to any Global Transfer you make using any of the payout methods available to you, with the exception of the Paysend Libre payout method, which has its own transaction limits (please see section above titled 'Making a Global Transfer via virtual card ("Paysend Libre") for further details of this).

TRANSACTION LIMITS *			
	Tier 1 (Basic)	**Tier 2 (Advance)**	**Tier 3 (Ultimate)**
Daily: Maximum cumulative amount of all daily money transfers	May not exceed $999	May not exceed $5,000	May not exceed $10,000
Monthly: Maximum cumulative amount of all monthly money transfers	May not exceed $10,000	May not exceed $20,000	May not exceed $30,000
Bi-Annually: Maximum cumulative amount of all bi-annual money transfers	May not exceed $15,000	May not exceed $30,000	May not exceed $50,000
For Residents of Arizona **Daily:** Maximum cumulative amount of all daily money transfers **Monthly:** Maximum cumulative amount of all monthly transfers **Bi-Annually:** Maximum cumulative amount of all bi-annual money transfers	 May not exceed $999.99 May not exceed $999.99 May not exceed $999.99		
For Residents of Florida **Daily:** Maximum cumulative amount of all daily money transfers **Monthly:** Maximum cumulative amount of all monthly transfers **Bi-Annually:** Maximum cumulative amount of all bi-annual money transfers	 May not exceed $2,999.99 May not exceed $2,999.99 May not exceed $2,999.99		
* We may increase or decrease these limits or add additional limits from time to time in our sole discretion. We also impose other transaction limits in certain payout options as well as for Recipients of the funds in some countries. We may accept or reject any request to complete a Global Transfer if we reasonably suspect the Global Transfer is prohibited as outlined in these Terms or prohibited by applicable law. We will provide advance notice of such changes when required by law.			

5.5 Permission

When you are using your Paysend Account, you permit us to receive a transfer of funds on your behalf and deduct any applicable Fees from those funds for our own account. You should check all the Fees which apply to your use of the Paysend Account. These are described in the Fees and Transactional Limits sections of this Agreement. The fee and limits that apply to a specific transaction will be presented to you on our Website or Mobile App prior to your initiation of the final money transfer.

5.6 Transactions

(a) Your Paysend Account enables you to make Global Transfers online. We impose certain Limits on the number or dollar amount of these Global Transfers as set out in the Fees and Transactional Limits sections of this Agreement. For security reasons, we may impose additional Limits.

(b) Global Transfers requested via your Paysend Account will be performed pursuant to your instructions. Payment of the Principal Amount (defined below) along with all applicable Transaction Fees (defined below) is due before any Global Transfer request is accepted and processed. We will not be responsible for any Global Transfer request received until the full amount specified above has been credited or paid in full by means of any accepted form of payment. However, if we advance payment for a Global Transfer requested and completed by you, you will be liable for the full transaction amount.

The "**Principal Amount**" is the money amount that you provide for transmission via the service in acceptable form (e.g., bank deposits, debit and credit cards, etc.) for remittal to a Recipient, excluding applicable Transaction Fees and prior to any foreign exchange conversion rates being applied to these. "**Transaction Fees**" include all fees, charges, or money owing to us which we collect above the Principal Amount before accepting to process any transaction.

The "**Payout Amount**" will be the dollar Principal Amount or the resulting local currency amount converted pursuant to the applicable exchange rates published by us and ultimately paid out to the Recipient, after any taxes, fees, tariffs or charges levied under the laws of the destination country (that are deducted).

You can access information on any Global Transfer you have made by accessing your Paysend Account through our Website and Mobile App. This will provide you with detailed information including the Fees you have paid in relation to any Global Transfer. If you should require it, we can also confirm the maximum time it will take for any Global Transfer you have initiated to be executed.

(c) We will deduct the value of your transactions and any applicable Fees from your Funding Source at the time of the transaction. If you make a transaction, any applicable Fees will be added to the amount of the transaction so that the total sum of your transaction amount, plus the applicable Fees, will be deducted from your Funding Source.

(d) If you are attempting a transaction or redeeming funds in excess of the available balance in your Funding Source at the time the request is made, plus any applicable Fees, then your request will not be processed.

(e) In the unlikely event, for any reason whatsoever, a transaction is completed when there are insufficient funds in your Funding Source (a "**Shortfall**"), the Shortfall shall be reimbursed by you.

Paysend is not liable for any third-party fees that may result from you having insufficient funds in your Funding Source.

(f) Where the Shortfall must be reimbursed by you, you will be required to repay the Shortfall immediately. Until we are reimbursed the Shortfall amount, we may suspend your access to the Paysend Account. If we believe the Shortfall has been created intentionally this will be treated as potential Fraud and your use of our services may be terminated.

5.7 Transfer by Wire or ACH PUSH

By choosing your bank account as your payment method, you agree that: (a) you have read, understand and agree to these Terms, and that these Terms constitute a "writing signed by you" under any applicable law or regulation, (b) you consent to the electronic delivery of the disclosures contained in these Terms, (c) you authorize us to make any inquiries we consider necessary to validate any dispute involving your payment, which may include ordering a credit report and performing other credit checks or verifying the information you provide against third party databases, and (d) you authorize us to initiate one or more ACH debit entries (withdrawals), and you authorize the financial institution that holds your bank account to deduct such payments, in the amounts and frequency designated in your then-current direct debit payment plan.

If you choose to pay for your transfer using the ACH Push or domestic wire transfer method, then your payment will remain inactive until we receive your funds. Deposit payments must be made via ACH Push or domestic wire. If for any reason your transaction is canceled or refused, then we will promptly return the deposit to the account from which it originated. If we are unable to return the deposit, then we will promptly contact you using the most current information provided to us by you.

Transaction History

You may check your transaction history by logging into your Paysend Account on our Website or via our Mobile App. We will update your transaction history in near real-time. Your transaction history will show:

(i) the amount of the transaction shown in the currency in which the transaction was paid and debited to your Funding Source;
(ii) the foreign exchange rate used for currency conversion, where applicable;
(i) the amount of Fees for the transaction;
(i) the date the transaction is authorized or posted.

5.8 Expiry, Cancellation, Closure and Suspension of your Paysend Account

(a) Your Paysend Account does not expire and will remain valid until canceled by either you or us. Your Paysend Account will be canceled automatically if it stays inactive for 18 consecutive months.

(b) You may close your Paysend Account at any time by giving notice to us in writing via email or mail to the address listed in the "Contacting Us" section. Once your Paysend Account is closed, it cannot be restored. Your termination of these Terms will not affect any of our rights or your obligations arising under these Terms prior to termination.

(c) When your Paysend Account is closed, we will immediately block any access to your Paysend Account so it cannot be used. You will remain liable for all obligations relating to your Paysend Account even after your Paysend Account has been closed. Closing your Paysend Account does not mean that we delete your personal data that we hold and we will continue to store such data, including the history of your transactions for 7 years.

(d) If your Paysend Account is closed for any reason, you will no longer be able to use any of the functionality of the Paysend Account.

(e) We may cancel or suspend your Paysend Account or these Terms at any time.

(f) We may at any time suspend, restrict or cancel your Paysend Account's functionality and terminate these Terms without prior notice, or refuse to reactivate your Paysend Account if:
   (i) you breach an important part of these Terms, or repeatedly break these Terms and fail to resolve the matter in a timely manner;

   (i) you act in a manner that is threatening or abusive to our staff, or any of our representatives;

   (i) we are concerned about the security of your Paysend Account;

   (i) we suspect your Paysend Account is being used in an unauthorized or fraudulent manner;

   (ii) we suspect that your Funding Source is not issued in your name and/or belongs to a third party; or

   (iii) we need to do so to comply with the law.

We will tell you as soon as we can before we do this if possible or otherwise immediately afterwards, giving our reasons, unless letting you know would compromise reasonable security measures or be otherwise unlawful. We will reactivate your Paysend Account or replace it with a new one without undue delay after the reasons we suspended, restricted or canceled its use cease to exist. We may also cancel these Terms or suspend or terminate your Paysend Account immediately if we believe it is deliberately being used by you to commit fraud or for other illegal purposes.

(a) We may refuse to process a transaction:

   (i) if sufficient funds are not available in your Funding Source at the time of a transaction to cover the amount of the transaction and any applicable Fees;

   (i) if you fail to pay applicable Fees;

   (ii) if we have reasonable grounds to believe that you are acting in breach of these Terms;

   (i) if we believe that your transaction is suspicious or potentially illegal (for example, if we believe that your transaction is being made fraudulently);

   (ii) because of errors, failures (whether mechanical or otherwise);

   (iii) if you have exceeded the transactional Limits established for your Paysend Account; or

   (i) if the transaction is otherwise prohibited by applicable law.

(b) If we refuse to process or are unable to process a transaction, you will receive a notification in our Mobile App or on our Website and by email. We may refuse to process any transaction we believe is suspicious or potentially illegal, where we are permitted to do so by applicable law.

5.9 Global Transfer Fees and Exchange Rate

Fees

(a) The Fees applicable when you make a Global Transfer (depending on your funding currency) are set out in our real-time live pricing table, which you can find here, and based on the applicable exchange rate of that day (that we determine from our calculator which you can check in our Mobile App or Website). The Fees that we disclose to you in the Mobile App or Website before you confirm that you want to make a Global Transfer form part of your agreement with us.

(b) Fees will be deducted from your Funding Source.

Exchange Rate

(a) If you make a Global Transfer that requires one or more currency conversions (for example because your Paysend Account or your Funding Source is denominated in a currency that is different from the currency in which the Recipient's receiving account or card is denominated), we will need to exchange your money. To do so, we apply the foreign exchange rate set out in our system on the day of the Global Transfer. You can check our daily rates and fees on the calculator in our Mobile App or Website. The fee and exchange rate that is applied to your Global Transfer will also appear in the transaction history in your Paysend Account.

(b) Our exchange rate is based on many factors including the rate we're charged, the mid-market rate (which is the midpoint between the buy and sell prices of any two currencies) and the rates of our third-party partners. We may also include a mark-up in our exchange rate. As there are outside factors that influence our rates, the rate we apply can change daily and when they do those changes will be made right away.

(c) The exchange rate applicable to each transaction currency conversion is determined by us and depends on the time at which a transaction is executed. In the Mobile App or Website, you will be able to see the total cost of the transaction including the exchange rate and any other additional fees (see table above), before you make a Global Transfer. The exchange rate that we disclose to you before you make a Global Transfer forms part of your agreement with us.

(d) Mastercard's exchange rate is based on market or government-mandated rates and can fluctuate. This means that there could be a difference in the amount that is debited from your Funding Source and the rate at the time you authorized the Global Transfer.

5.10 Unlawful Activity

(a) You are prohibited from using your Paysend Account for the purposes of legalization of illegal proceeds, illegal activities, illegal trade, and any other transactions made in violation of the applicable laws.

(b) You will use all reasonable efforts to prevent using your Paysend Account for illegal trade, illegal financial transactions, or legalization of illegal proceeds.

5.11 Cancellations and Refunds

(a) You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. You can cancel for a full refund within 30 minutes of payment, unless the funds have been picked up or deposited. Cancellation requests that are submitted after 30 minutes of payment are not ordinarily granted. To cancel your transaction, simply click "Cancel" on the transaction details on our Website or Mobile App within 30 minutes. You may also contact customer service at the information contained in the "Contacting Us" section above.

(b) We will refund your money within 3 business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a Recipient's account. "**Business Day**" means

Monday through Friday, excluding federal holidays, even if we are open for business. Any references to "days" found in this Agreement are calendar days unless otherwise indicated.

6. Rewards Program

(a) You may have a right to participate in the Paysend Rewards Program based on the terms and conditions set out in this section. If eligible, you will receive a promotional code unique to you (hereinafter "**Invite Code**") in the interface of your Paysend Account that you will be able to pass to another person who is interested in using Paysend services and becoming a new customer. You can pass the Invite Code to an unlimited number of people.

(b) We will open and maintain a bonus account for you that will store the information about your rewards balance. Rewards will be denominated and accrued in your bonus account in a funding currency that will be determined by us in our sole discretion depending on your Funding Source and other factors (hereinafter – "**Funding Currency**"). A reward is not e-money and simply represents a piece of information about potential benefits that you may be entitled to subject to these Terms. The Rewards Program is applicable to same currency and cross currency transfers.

(c) The rewards cannot be used as a means of payment until you cash out your rewards in accordance with clause 6(l) below.

(d) Your rewards represent a certain discount for our services that we are willing to grant to you for promoting our services to third parties.

(e) Your reward balance will have an expiration date and this will affect how long the rewards will be available in your bonus account to make an eligible Global Transfer.

(f) If you do not make an eligible Global Transfer for a continuous period of 18 months, then on the first day after this 18-month period, the rewards in your bonus account will be canceled by Paysend as follows:

(i) If the balance in your bonus account amounts to the amount set out in **Table 1** below ("**Specified Value**") or greater, then for each calendar month the balance will be reduced by Paysend in increments that equal the Specified Value until the balance reaches zero or you make an eligible money transfer. If you make an eligible money transfer during this time, the rewards will remain in your bonus account for a period of 18 months.

(ii) If the balance in your bonus account amounts to less than the Specified Value, the rewards cannot be withdrawn or used by you. These will be automatically canceled from your bonus account and set to zero.

Table 1

Specified Value means:	$5.00 USD

(i) If, during the 18-month period, you do make an eligible Global Transfer, then the rewards (so long as they are not less than the Specified Value), will remain in your bonus account for a period of 18 months from the date of the eligible Global Transfer.

(j) If a new customer of ours or a new customer of one of our participating affiliates (hereinafter – "**New Customer**"), enters your Invite Code while completing the first transaction, our fee for such transaction will be waived automatically.

(k) You will receive rewards for each successful Global Transfer made by the New Customer, whether a service fee is paid to us or not, for the first 12 Global Transfers within the first 12 months after the New Customer's registration with us. The reward amount (hereinafter – "**Applicable Amount**") is set out in **Table 2** below. Global Transfers made to other individuals, merchants, or entities , whether or not a service fee is paid to us, qualify for rewards excluding (i) rewards withdrawals, and (ii) micro-debits used for card verification payments.

Table 2

Applicable Amount means:	$2.00 USD

(l) You will be able to cash out your rewards in your Funding Currency on the following terms and conditions:

(i) funds will be transferred to your bank card;

(ii) the "**Minimum Transaction Amount**" which you can cash out from your rewards per calendar year is set out in **Table 3** below.

Table 3

Minimum Transaction Amount means:	$5.00 USD

(iii) the "**Maximum Transaction Amount**" which you can cash out from your rewards per calendar year is set out in **Table 4** below.

Table 4

Maximum Transaction Amount means:	$117.00 USD

(m) You will not be able to accumulate rewards for more than $117.00 USD per calendar year unless you have properly passed our customer due diligence procedures, including without limitations those mentioned in clauses 4(c), 4(f), and 4(g), in which case you will be entitled to accumulate up to $599.00 USD on your bonus account per calendar year.

(a) You are solely responsible for your tax liability which may arise from your participation in the Paysend Rewards Program. We are not your tax agent and we will not deduct or pay any taxes due to be paid by you from the rewards amount received by you in any tax reporting period.

(b) We reserve the right to change or modify these Reward Program terms or discontinue the Rewards Program at any time, without notice unless required by law.

7. Security, unauthorized and incorrectly executed transactions

7.1. **Security**

If you have any indication or suspicion that your Paysend Account, password, or other security details are lost, stolen, misappropriated, used without Authorization or otherwise compromised, you should change your password and contact us immediately. Any delay in notifying us may result in you being liable for any losses. See the section below entitled “**Errors**” for more information.

7.2. **Investigations**

If our investigations show that a transaction reported by you as unauthorized or incorrectly executed was in fact authorized by you, or you have acted fraudulently or with gross negligence (for example, by failing to keep your security information secure), we may reverse any refund made and you may be liable for any and all loss we suffer from your use of your Paysend Account.

8. Privacy

In registering with us, and obtaining and using your Paysend Account, you agree that we can use your personal information in accordance with our Privacy Notices. Our Privacy Notices are on our Mobile App and Website and include details about your personal information that we collect, how it will be used, and who we share it with.

9. Our Liability

(a) Any liability on our part in connection with these Terms shall be subject to the exclusions and limitations set out in this Section.

(b) Unless otherwise required by law or as set out in these Terms, we will not be liable to you in respect of any losses you or any third party may suffer in connection with the Paysend Account as a result of our actions or inactions which were not a foreseeable direct consequence of our actions or inactions, so we shall not be liable for indirect consequences.

(c) We will not be liable for the goods or services that you purchase via your Paysend Account.

(d) From time to time, your ability to use your Paysend Account may be interrupted, e.g., when we carry out maintenance. If this happens, you may be unable to:

  (i) use your Paysend Account to transfer funds or to pay for purchases; and/or

  (ii) obtain information about your recent transactions.

(e) Where sums are incorrectly deducted from your Funding Source, our liability shall be limited to payment to you of an equivalent amount.

(f) In all other circumstances our liability will be limited as follows:
IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE FURTHER LIMITED TO REPAYMENT OF THE AMOUNT OF THE AVAILABLE BALANCE AT THE TIME THE LIABILITY AROSE. IN NO EVENT WILL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE REQUIRED BY LAW OR THIS AGREEMENT, WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE FUNDS

TRANSFER; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICES, OR ANY PAYMENT SYSTEM. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW.

10. Errors

You have a right to dispute errors in your transaction. If you think there is an error, contact us within one hundred eighty (180) days of the date we promised to you that funds would be made available to the Recipient via Online Chat at www.paysend.com or our Mobile App or send an e-mail notification to help@paysend.com. You can also contact us for a written explanation of your rights. If you notice an error related to our service in your bank or credit card account, direct your questions and concerns immediately to us. Contacting us promptly is the best way to minimize potential losses.

When you contact us, please tell us:

- Your name and address or telephone number;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the person receiving the funds, and if you know it, his or her telephone number or address; and
- The dollar amount of the transfer; and
- The transaction number.

We will determine whether an error occurred within ninety (90) days after you contact us and we will correct any error promptly. We will tell you the results within three (3) business days after completing our investigation. If we decide an error occurred, we will correct the error within one (1) business day, or as soon as reasonably practical, after receiving your choice of remedy. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

11. Your Details and Communicating with You

(a) **Your Details**

You must let us know as soon as possible if you change your name, address, phone number or email address. (See "Contacting Us" section above.) If we contact you in relation to your Paysend Account, for example, to notify you that we have canceled your Paysend Account, we will use the most recent contact details you have provided to us. We will not be liable to you if your contact details have changed and you have not told us.

(b) **Communicating with you generally**

We may send communications and notices to you at the phone number or email address you provided to us during the registration process (or as updated subsequently by you). These communications may be short message service test messages ("**SMS**"), mobile push alerts, in-app notifications, email, mail, telephone calls, and prerecorded telephone calls (each individually, a "**Notification**" and collectively, "**Notification**s"). These Notifications can be for business purposes to provide you with important information related to your Paysend Account ("**Service and Transactional Notifications**") and transfers of funds and/or for commercial purposes to let you know about services or features that may be of interest to you ("**Marketing Notifications**"). You must opt-in to receive some of these Notifications at the time you register with us for your Paysend

Account or subsequently by contacting us. You can view our [Privacy Notice] at any time for detailed information on how we handle your personal information. You may opt out of all Notifications at any time by calling our Customer Service number or via the Chat option online or in the Mobile App (see the section above titled "Contacting Us"); however, we reserve the right to restrict or terminate your access to any and all related products if you withdraw your consent to receive electronic communications. Any withdrawal of your consent to receive Notifications will be effective only after we have a reasonable period of time to process your withdrawal. If you withdraw your consent, the legal validity and enforceability of prior business Notifications delivered in electronic form will not be affected. You agree that we shall not be liable for incomplete, lost, late, damaged, illegible, or misdirected Notifications or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections, failed, incomplete, garbled, or delayed transmissions, or damage to any phone or computer system resulting from your participation in or accessing or downloading information in connection with such Notifications.

(c) **Communicating with you via SMS (if applicable)**

To receive SMS text messages or mobile alerts whether for Service and Transactional Notifications or/and for Marketing Notifications, you must opt-in to this service, have text messaging enabled on your cellular telephone and subscribe to a participating cellular telephone carrier. At any time, if you wish to stop receiving ("**Opt-Out**" of) SMS Notifications you can do so by replying STOP to any such SMS you receive. or by logging into your online account or Mobile App and updating your settings, or by calling our Customer Service number or via the Chat option online or in the Mobile App (please see the section above titled "Contacting Us"). You may receive a confirmation notice confirming your decision to opt-out. You agree that we may send you such confirmations. There will not be a fee for this service. Standard cellular service provider messaging and data fees may apply. Check with your cellular service provider for more details. Message frequency will vary. Carriers are not liable for delayed or undelivered messages.

(d) **Communicating with you via email**

All communications and notices by either party under these Terms by email shall be deemed given on the day the message is sent, unless the sending party receives an electronic indication that the message was not delivered. If you wish to stop receiving Marketing Notifications, you may click the Opt-Out or Unsubscribe link at the bottom of any email that you receive. You may receive a confirmation notice confirming your decision to opt-out. You agree that we may send you such confirmations. You also acknowledge that for account security purposes we may send you emails regarding your Paysend Account even if you have opted out of receiving general Marketing Notifications from us. We reserve the right to send you Service and Transactional Notifications via email when you register for your Paysend Account to enable us to provide you with important updates.

(e) **Communicating with you via Push Notification**

To receive mobile push alerts for Marketing Notifications, you must opt-in to this service. We reserve the right to send you Service and Transactional Notifications via push when you register for your Paysend Account to enable us to provide you with important updates.

(f) **Communicating with you via telephone**

For account security purposes we may call you regarding your Paysend Account even if you have put your number on a Do Not Call list.

12. Changes to these Terms

(a) We may revise, delete, or add to these Terms from time to time. If a change reduces your rights or increases your responsibilities in a material way, we will provide you with at least thirty (30) days' prior notice, including by posting a notice on our Website or by sending another form of notice as permitted by applicable law. Changes made for fraud-prevention or security purposes may be implemented immediately without prior notice.

(b) All other changes, including changes that do not materially adversely affect you, may be made without prior notice and will be effective when posted on our Website or when otherwise communicated to you.

(c) Your continued use of your Paysend Account or the Services after the effective date of any change constitutes your acceptance of the updated Terms. If you do not agree to a change, you may cancel your Account at any time in accordance with these Terms..

13. Assignment and Novation

These Terms are personal to you and you may not assign or otherwise transfer your rights and obligations under them. We may assign or transfer the benefit and burden of these Terms to another entity at any time, on giving you a two months' prior notice of this. If we do this, your rights will not be affected.

14. Governing Law and Language

(a) Except as otherwise provided herein, these Terms shall be governed by U.S. law and the laws of the state of Delaware except to the extent governed by federal law.

(b) Any translation of these Terms is provided for your convenience. 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. You must communicate with us in the English language in relation to any legal matters arising under these Terms, including with respect to submitting and resolving any complaints.

15. Warranty of Availability or Uninterrupted Use

From time to time the Paysend Account services may be inoperative, and when this happens, you may be unable to use your Paysend Account. Please notify us via customer support at the "Contacting Us" section above if you have any problems using your Paysend Account. You agree that we and our affiliates, employees, or agents are not responsible for any interruption of service.

16. Applicable Legal Notices and Privacy Notices

Paysend is licensed or otherwise authorized to operate as a money transmitter in various U.S. states and territories. If you are a resident of certain states, you may have additional rights under such states' laws. Please see the applicable state Legal Notices at https://paysend.com/license/us.

If you live in New York, California, or Massachusetts, , then all money transmission services provided to you are processed and disbursed by CRB and Paysend does not engage in or provide money transmission or money transfer or payments services to you. At no time will your funds or payments to Recipients (other than Fees) pass into Paysend's legal ownership. You grant Paysend the right to instruct the Bank Partner on your behalf with respect to initiating or executing your payments and transfers, including to receive funds from you and to then send funds ultimately for disbursement to your designated Recipient.

Some Paysend money remittance services may be executed using the Visa Direct or Mastercard Send program and may be subject to those rules and limitations; recipients must have a Visa or Mastercard prepaid card or debit card to receive Visa Direct funds transfers.

If you live in the following states, Paysend's Privacy Notice will apply to you: Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Colombia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee,

Texas, U.S. Virgin Islands, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. You can find our Privacy Notice here: **Paysend US LLC Privacy Notice**

If your Paysend Account has an address based in the following states, CRB's Privacy Notice will apply to you: California, New York, and Massachusetts. You can find CRB's Privacy Notice here: **https://www.crossriver.com/legal/privacy-notice**

17. Website Availability

Although considerable effort is expended to make our Mobile App and Website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error-free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, Website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control including, but not limited to, the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

You agree to act responsibly with regard to our Website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website's systems and integrity.

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

18. Our right to recover money from you

(a) We charge a fee for every transaction you ask us to make on your behalf, unless otherwise specified in marketing campaigns we may run from time to time. These fees are set out in our pricing table which you can access at any time prior to making a Global Transfer. It is a condition of these Terms that you acknowledge and agree to pay the determined fee for any Global Transfer you make on a particular day. You also acknowledge and agree to pay us any other fees, charges, or monies, as and when they become due.

(b) We reserve the right to recover any monies owed by you to us, at any time whilst you hold a Paysend Account following suspension or closure of your Paysend Account.

(c) If funds are transferred into your Paysend Account by mistake or otherwise in error, we may correct the situation by deducting the amount of the transfer from your Paysend Account without prior notice to you.

(d) Where we have tried and have not successfully recovered monies owed by you to us in the manner mentioned above, we may seek recovery of any monies via any legal means of our choosing including (without limitation) via debt collection agencies, legal recovery tools, and court proceedings, in each case subject to applicable law. Subject to applicable law, You will be liable to pay all costs, fees, disbursements and charges including all legal fees and costs reasonably incurred by us in the recovery of any such monies owed to us by you, and/or in the enforcement of any part of these Terms.

19. Other General Legal Information

(a) Applicable law may require us to report to state government authorities any funds remaining with respect to your Paysend Account after a certain period of inactivity. In that event, we may try to contact you at the address shown in our records. If we are unable to contact you, we may be required to transfer any funds remaining with respect to your Paysend Account to state government authorities as unclaimed property.

(b) These Terms are subject to amendment, modification or deletion if required by, or found to conflict with, applicable law or regulation, without affecting the validity or enforceability of the remaining Terms.

(c) These Terms constitute the entire agreement between the parties with respect to the subject matter of them and supersede and replace all prior agreements between us.

(d) Our failure to exercise or enforce any right under these Terms shall not be deemed to be a waiver of any such right or operate to bar the future exercise or enforcement of such right at any time.

(e) The rights and remedies available to us in these Terms are cumulative and are in addition to any other right or remedy available to us at law or in equity.

(f) We may engage the services of one or more affiliates, subsidiaries, agents or subcontractors to fulfill our obligations.

(g) All the intellectual property in our products and services (for example, the Paysend Account, the content in our Mobile Application and our Website, our product names, our logo and card designs) are owned by Paysend Group Limited (a company incorporated in Scotland with company number SC562529) and are used by us and other companies which are affiliated with Paysend Group Limited. You must not use our intellectual property as your own, except to enjoy our services. You also must not reverse-engineer any of our services (that is, reproduce them after examining how our services are constructed).

(h) These Terms do not apply to your relationship with your device provider or any platform that allows you to access our products and services. Your device provider is not responsible for any content nor any support or maintenance services for our products and services. If our products and services do not meet any standards or other promises, your device provider will not be responsible for any claims you have in relation to our products and services (to the maximum extent permitted by law).

(i) As your device provider is a third-party beneficiary to these Terms, they may be permitted to enforce these Terms. We (and not your device provider) are responsible for investigating or dealing with any third-party intellectual property claims in relation to our products and services.

(j) You also acknowledge and agree that you are not listed on any US government prohibited or restricted party list.

20. Confidentiality

We may disclose information to third parties about your Paysend Account or the transactions you make:

(a) Where it is necessary for completing transactions;

(b) In order to verify the existence and condition of your Paysend Account for a third party, such as a merchant;

(c) In order to comply with government agency, court order, or other legal reporting requirements;

(d) If you consent by giving us your written permission;

(e) To our employees, auditors, affiliates, service providers, or attorneys as needed; or

(f) Otherwise as necessary to fulfill our obligations under this agreement.

21. Arbitration

USE OF YOUR PAYSEND ACCOUNT OR THE SERVICE TO TRANSFER FUNDS TO A DESIGNATED RECIPIENT CONSTITUTES ACCEPTANCE OF THIS ARBITRATION INCLUDING WAIVER OF YOUR RIGHTS TO CLASS ACTION. Purpose. This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

Opt-Out Process. You may choose to opt out of the Arbitration Provision, but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of opening of your Paysend Account at the following address: Paysend, 801 Brickell Avenue, 8th Floor, Miami, FL 33131.

Your written notice must include your name, address, Paysend Account Number or social security number and a statement that you wish to opt out of this Arbitration Provision.

Any claim, dispute, or controversy ("**Claim**") between you and us arising out of or relating in any way to these Terms, your Paysend Account, your acquisition of the Paysend Account, your usage of the Paysend Account, or transactions with the Paysend Account, no matter how described, pleaded or styled, shall be finally and exclusively resolved by binding individual arbitration conducted by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules in your state of residence at a location that is reasonably convenient for both parties. Claim includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "**Claim**" is to be given the broadest possible meaning that will be enforced.
Significance of Arbitration. ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.

Location of Arbitration/Payment of Fees. Any arbitration hearing that you attend shall take place in the federal judicial district of your primary residence. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the small claims court.

You and we will have every remedy available in arbitration as you and we would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of these Terms shall be made finally and exclusively by the arbitrator. The arbitrator's award will be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

This arbitration provision shall survive: (i) the termination of these Terms; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Paysend Account, or any amounts owed on your Paysend Account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT USE THE PAYSEND ACCOUNT.

This Agreement is effective as of May 2026.