

PAYSEND SERVICE CONDITIONS

NOTICE: THESE SERVICE CONDITIONS STIPULATE THAT ALL DISPUTES SHALL BE RESOLVED BY BINDING ARBITRATION, UNLESS YOU OPT FOR ANOTHER METHOD OF DISPUTE RESOLUTION AS DETAILED BELOW IN THE ARBITRATION SECTION.

These Service Conditions apply to the use of the Paysend Application services offered through the website and mobile application and referred to as the "**Application**" herein. You should read them carefully. You may access these Service Conditions at any time by logging into your account through our website www.paysend.com (the "**Website**"). You may also request a copy at any time. (To find out how to do this, please refer to the "Contact Us" section).

NOTWITHSTANDING ANY OTHER PROVISION OF THESE SERVICE CONDITIONS, WE ARE ONLY PROVIDING YOU WITH INFORMATION ABOUT TRANSMISSION SERVICES. AT NO TIME WILL WE RECEIVE, CONTROL OR RETAIN YOUR MONETARY FUNDS IMPLICITLY OR IN ANY OTHER WAY.

You understand and confirm that by accepting these Service Conditions during the Paysend registration process on our website or mobile application, you agree to abide by them as they relate to your use of the service, and you also agree to our Privacy Policy, which forms part of these Service Conditions.

If there is any part of these Service Conditions that you do not understand or would like them to be clarified, please contact us. (See the "Contact Us" section below).

1. Your Application

(a) The Application may allow you to electronically request that funds be sent to your MOVII card or e-wallet ("**Request**").

(b) You can view the status of your Request(s) in the Application on our Website or through the Mobile Application.

(c) Please note that you can request the remittance services from the Sender so long as we can provide or facilitate the provision of Services in the country in which your Sender resides. Where your Sender resides in a country where we do not offer the Services or our Services are not available, we will not be able to meet your Request. For a list of countries where our Services are currently available to your Sender, please visit our website: www.paysend.com.

2. Contact Us

To get clarifications on your Service or additional information about your Application, including terms and conditions, as well as the Requests history, please contact us through the following means of contact:

By visiting our website: www.paysend.com and selecting the "chat" icon at the bottom of each page.

By accessing the mobile application and selecting Chat from the main menu.

By sending us an e-mail to: help@paysend.com.

By phone: 1-833-300-1422 (toll free in the U.S.) available 24 hours a day, 7 days a week. No live agents.

By writing to us at the following address: PAYSEND, PO Box 124, Dell Rapids, SD 57022.

No charge for contacting your Service. When you contact your Service, you may be asked to provide certain personal information so that we can verify your identity, which will be detailed later in these terms.

For your security's sake, please DO NOT send us the following information via unsecured or unencrypted email: (i) your full Paysend Application number, (ii) your personally identifiable information such as full name or date of birth, (iii) your login information for your Internet account access, or (iv) images of identification documents such as your state-issued ID. 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 request or use our Application you must:

- (i) be at least 18 years of age (or the age of majority in the country of your residence);
- (ii) sign up for the Application following the instructions given on the sign-up page of our Website indicating your acceptance of these Service Conditions;
- (iii) not breach any of these Service Conditions;
- (iv) not be a user of an operational Application or a blocked/suspended Paysend Application; and
- (v) not be a user of an Application that has been previously closed by us.

(b) CONSUMER FRAUD AWARENESS

To reduce the likelihood of becoming a victim of fraud or scam, we strongly recommend that you safeguard the user ID and password used to access the Application.

Let us know immediately if you believe someone is attempting to defraud or scam you, or if you suspect that your user ID or password has been lost or stolen. See the "Contact Us" section to get more information on how to contact us.

4. How to request your application

(a) To become a client, you should make an Application request by providing all the required information on the Mobile Application page. You should not request more than one Application.

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

(c) You must enter the following information in the appropriate fields of our request form: full name, date of birth, address, cell phone number and e-mail address. Your valid identification verification may also be requested at any time in accordance with the applicable legislation. You may not be able to use the application or any of its functions until you have passed our identity and security validation and verification checks and provided the requested information in accordance with anti-money laundering regulations and our internal policies.

(d) Any Request initiated by you will require you to provide: the amount of the transaction, the full name and telephone number of the designated Sender. The designated Sender ("**Sender**") means the person specified by you as the potential Sender of the remittance transfer you will receive.

(e) We reserve the right to Request any additional documents and/or information about you, your request(s) and/or the recipient. We will decide in our sole discretion whether the submitted documents and/or information are sufficient to allow you to use our services or any part thereof.

(f) We will request an update or confirmation of your data and documents kept in our files as often as necessary for us to follow our internal policies and comply with applicable laws and regulations.

(g) We may check all personal and identity verification information you provide to us with credit reference or fraud prevention agencies and other organizations. These agencies may keep a record of your information and searches made. However, we do not perform any checks on your

creditworthiness, all searches are for identity purposes only and will be recorded as such.

(h) We will maintain records of the information and documents we receive from you in accordance with all applicable legal and regulatory requirements.

(i) We will review your Request as soon as possible. It is in our sole discretion whether or not to allow you to access the Application. Once a decision has been made on your Request, we will notify you as soon as possible.

5. Application Usage

5.1 Application Functionality

(a) You may only use your Application for personal, family or household purposes. This means that you are allowed to pay for services, goods and support for family and friends. The Application may not be used for business-related activities unless specifically authorized by us in writing.

(b) Once you have successfully registered your Application you may request Senders in the United States to send funds to your MOVII card or e-wallet using your Application.

(c) You may not use your Application to receive payment for any of the following products and/or services:

(i) Sexually explicit entertainment;

(ii) Pornography;

(iii) Drugs and drug paraphernalia;

(iv) Weapons and ammunition;

(v) Sexual encounters and related services provided by sexual encounters companies;

(vi) Unlicensed financial and money transmission services;

(vii) Dating/alternate services;

(viii) Government subsidies;

(ix) Domestic charitable organizations;

(x) Payday loans;

(xii) Tobacco sales;

(xiii) Illegal activities;

(xiv) Online or offshore lotteries and gambling; or

(xv) Any other product or service related to those listed in items (i) - (xiv) above.

5.2 Transaction Limits

Your Application may be subject to limits associated with transactions in our sole discretion. We may increase or decrease these transaction limits or add additional limits from time to time at our discretion and without prior notice.

5.3 Transactions

(a) The Request function is only available through the Application. The Request can only be sent to a U.S. cell phone number that is already registered with Paysend. Your mobile operator's data and message rates may be applied.

(b) Unless we notify you otherwise, the Request service is provided free of charge.

(c) We cannot guarantee that your Request will be completed. Our services include the transmission of information about your Request to the Sender. The sender may or may not receive, read, fulfill or deny your Request in their sole discretion. We will notify you of the Sender's decision within 30 days.

(d) Paysend is not responsible for the delivery of funds from the Requests made by the Recipient to the Sender. Our obligations are limited to the delivery of funds upon requests made by the Sender.

5.4 Transaction History

(a) You can check your Request(s) history by logging into your application on our website or via the mobile application. Generally, we will update your Requests history in near real time.

(b) You will have the option to cancel a Request within 72 hours unless it has been completed. Once completed, you will no longer be able to cancel the request. A Request not completed within 30 days will be automatically cancelled.

5.5 Expiration, Cancellation, Closure and Suspension

(a) Your Request does not expire and will remain valid until cancelled by you or by us. Your Application will be automatically cancelled if it remains inactive for eighteen (18) consecutive months.

(b) You may close your Application at any time by notifying us in writing by e-mail or by post to the address indicated in the "Contact Us" section. Your termination of these Service Conditions will not affect any of our rights or your obligations under these Service Conditions prior to termination.

(c) When your Application is closed, we will immediately block any access to it so that it cannot be used. You will remain responsible for all obligations related to your Application even after it has been closed. Closing your Application does not mean that we delete the personal data we hold about you, and we will continue to store such data, including your transaction history for a minimum period of 5 years in accordance with the applicable legislation.

(d) If your Application is closed or terminated for any reason, you will no longer be able to use any of the Application functions.

(e) We may at any time suspend, restrict or terminate the functionality of your Application and terminate these Conditions without notice, or refuse to reactivate your Application, if:

(i) you breach a material part of these Service Conditions, or if you repeatedly breach

these Service Conditions and fail to remedy the situation in a timely manner;

- (ii) if you act in a threatening or abusive manner against our personnel or any of our representatives;
- (iii) we care about the security of your Application;
- (iv) we suspect that your Application is being used in an unauthorized or fraudulent manner;
- (v) or we are required to do so by law.

We will let you know as soon as possible before we do so or, if not, promptly thereafter, stating our reasons, unless letting you know would compromise reasonable security measures or would be otherwise unlawful. We will reactivate your Application or replace it with a new one without undue delay once the reasons for which we suspended, restricted or cancelled its use cease to exist. We may also cancel these Service Conditions or suspend your Application immediately if we believe that it is being deliberately used by you to commit fraud or for other illegal purposes.

(f) We may refuse to process a Request:

- (i) if we have reasonable grounds to believe that you are acting contrary to these Service Conditions;
- (ii) if we believe that your Request is suspicious or possibly unlawful
- (iii) because of errors, mistakes (whether mechanical or otherwise);
- (iv) if the Request is prohibited by the applicable law.

(g) If we refuse to process or are unable to process a Request, you will receive a notification in the mobile application or on the website and by email. We may refuse to process any request at any time in our sole discretion.

5.6 Illegal activity

- (a) Use of the Application for laundering proceeds of crime, illegal activities, illegal trading and any other transactions conducted in violation of applicable laws is prohibited.
- (b) You will make all reasonable efforts to prevent the use of your Application for illegal trading, illegal financial transactions or the laundering of illegal profits or capital.
- (c) The Application and its contents are paramounts for Paysend and are protected by copyright under U.S. copyright laws. You may not copy, reproduce, decompile, distribute, publish, display, perform, modify, create derivative works, transmit or in any way exploit any part of the Application and/or its contents, or use any part of the Application and/or its contents, or use any of them for any purpose without our prior written consent.

6. Security

If you have any indication or suspicion that your Application, password or other security data has been lost, stolen, misappropriated, misused without authorization or otherwise compromised, you should change your password and contact us immediately. Any delay in communicating this circumstance may result in you being responsible for any possible loss. To get more information, see the section entitled "Errors".

7. Privacy

(a) By requesting and using the Application, you agree that we may use your personal information in accordance with our Privacy Policy. Our Privacy Policy is on our website and includes details

about the personal information we collect, how it will be used and with whom we share it.

8. Our Responsibility

- (a) Any responsibility on our part in connection with these Service Conditions shall be subject to the exclusions and limitations set forth in this Section.
- (b) Unless required by law or as otherwise provided in these Service Conditions, we will not be liable to you in respect of loss that you or any third party may suffer in connection with the Application as a result of actions or omissions by us, if such loss is not a direct and foreseeable consequence of our actions or omissions so that we will not be responsible for indirect consequences.
- (c) We will not be responsible for any goods or services you purchase through your Application.
- (d) At certain times, your ability to use the Application may be interrupted, for example, when we perform maintenance tasks. If this takes place, you may not be able to obtain information about your Request(s).
- (e) In all other circumstances, our responsibility will be limited as follows:

IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU SHALL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL FURTHER BE LIMITED TO A REFUND OF THE AMOUNT OF THE BALANCE AVAILABLE AT THE TIME LIABILITY AROSE. IN NO EVENT SHALL YOU BE ENTITLED TO COMPENSATION FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER BY CONTRACT, FOR TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE REQUIRED BY LAW OR THIS CONTRACT, WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR ERRORS RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR OR RIOTS; FAILURE OF MERCHANTS TO TRANSFER FUNDS; FAILURE OF MERCHANTS TO RENDER SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE OR ANY PAYMENT SYSTEM. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW.

9. Your Data

- (a) You must let us know as soon as possible if you change your name, address, telephone number or e-mail address. (See the "Contact Us" section above). If we contact you in connection with your Application, for example, to tell you that we have cancelled your Application, we will use the most recent contact information you have provided to us. We shall not be liable to you if your contact details have changed and you have not informed us.
- (b) We may send communications and notices to you at the phone number or email address you provided to us during the registration process (or that you subsequently updated). These communications may be short message service ("SMS") text messages, mobile push alerts, in-app notifications, email, postal mail, phone calls and prerecorded phone calls (each individually will be a "Notification" and collectively - "Notifications"). Any and all communications and notices made by either party under these Service Conditions by electronic mail shall be deemed to have been made on the day the message is sent, unless the sending party receives an electronic indication that the message has not been delivered.

These notices may be for business purposes, providing you with important information related to

your Application and fund transfers, and/or marketing purposes, for letting you know about services or features that may be of interest to you. You must opt-in to receive these notifications at the time you request your Application or later by contacting us. To receive text messages or mobile alerts, you must opt-in to this service, have text messaging activated on your cell phone and subscribe to a participating cell operator. This service is free of charge. Standard messaging and data rates of the cellular service provider may be applied. Check with your cellular service provider for more information.

At any time, if you wish to stop receiving ("opt-out" of) SMS notifications, you can do so by logging into your online account or mobile application and updating your settings. If you would like to stop receiving marketing emails, you can click on the "Auto-Opt-Out" or "Unsubscribe" link at the bottom of any email you receive. If you subsequently opt out of receiving SMS notifications or commercial e-mails from us, you may receive a notice confirming your decision to opt out. You agree to receive such confirmations from us. You also acknowledge that we may email or call you in connection with your Application for account security purposes, even if you have placed your number on a "Do Not Call" list or have opted out of receiving general commercial emails from us. You may opt out of all notifications at any time by calling your support number or through the online chat option or in the mobile application (see the section above entitled "How to Contact 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 Notices made in electronic form will not be affected. You agree that we will not be responsible for incomplete, lost, late, corrupted, illegible or misdirected Notices, or for technical problems, malfunctioning telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections, failed, incomplete, garbled or delayed transmissions, or failures of any telephone or computer systems resulting from your participation in the Notices or access to or downloading of information in connection with the Notices.

10. Changes to these Service Conditions

(a) We reserve the right to change, delete or add text to these Service Conditions in order to make this modification in your Application. We will notify you of any such changes as required by the applicable legislation; however, if the change is made for security purposes, we may implement such changes without notice.

(b) You hereby acknowledge and agree that all notices or changes to these Service Conditions may be made by posting on our Website or by other notice to you and will become effective within thirty

(30) days from the date of the communication or the effective date specified therein unless you cancel your Account in accordance with these Service Conditions. If you use your Application after this notice or modification is provided, you thereby confirm your agreement to the change.

11. Assignment

These Service Conditions are personal to you and your rights and obligations hereunder may not be assigned or otherwise transferred. We may assign or transfer the benefit and burden of these Service Conditions to another entity at any time upon two months' notice to you. If we do so, your rights will not be affected.

12. Legislation In Force and Language

(a) These Service Conditions will be governed by the laws of the United States and the State

of Delaware except to the extent governed by federal law.

(b) Any translation of these Service Conditions is provided for your convenience. The meanings of the terms, conditions and representations herein are subject to definitions and interpretations in English. Any translation that is made may not accurately represent the information in the original English.

13. Guarantee of Availability or Uninterrupted Use

From time to time, the Application services may be inoperative and, when this occurs, you may not be able to use your Application. Please let us know through the customer service in the "Contact Us" section above if you have any problems using your Application. You agree that we, CBKC and our respective affiliates, employees or agents are not responsible for any interruption of service.

14. Website Availability

Although we strive to make our mobile application and website - as well as other operational and communication channels - available 24 hours a day, we do not guarantee that these channels will be available and error-free every minute of the day. You agree that we will not be responsible for temporary service interruptions due to maintenance, changes to the website or failures, nor will we be responsible for extended service interruptions due to failures beyond our control, including, without limitation, operating and interconnection system failures, computer viruses, forces of nature, labor disputes and armed conflicts.

You agree to be responsible with respect to our website and its use. You will not violate any law, interfere with or disrupt computer networks, impersonate any person or entity, violate the rights of any third party, stalk, threaten or harass anyone, obtain any unauthorized entry or interfere with the systems and integrity of the Website.

We assume no responsibility for any damage or interruption caused by any "*computer virus*" that may affect your computer or other equipment. We advise regular use of reputable and readily available virus detection and prevention software.

15. Other General Information

(a) The applicable legislation may require us to report to state governmental authorities the fund balance with respect to your Application after a certain period of inactivity. In that case, we may attempt to contact you at the address in our records.

(b) These Service Conditions are subject to amendment, modification or deletion if required by or deemed in conflict with applicable laws or regulations without affecting the validity or enforceability of the remaining Service Conditions.

(c) These Service Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace any prior contracts between us.

(d) Our failure to exercise or enforce any right under these Service Conditions shall not be deemed a waiver of such right nor shall it preclude the exercise or enforcement of this right at any time.

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

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

16. Confidentiality

We may disclose information to third parties about your Application or the transactions you conduct:

- (a) When necessary to carry your Request to completion;
- (b) To verify the existence and status of your Application with respect to a third party, such as a merchant;
- (c) To comply with a government agency, court order or other legal reporting requirements;
- (d) If you give us your written consent;
- (e) To our employees, auditors, affiliates, service providers or attorneys as required; or
- (f) Anything else that is necessary to perform our obligations under this Contract.

17. Arbitration

THE USE OF THE SERVICE TO TRANSMIT A MONEY TRANSFER REQUEST TO A DESIGNATED SENDER CONSTITUTES ACCEPTANCE OF THIS ARBITRATION

Objective. This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be submitted to arbitration in lieu of litigation in court.

Self-exclusion process. You may opt out of the Arbitration Provision by following the process set forth below. If you do not wish to submit to this Arbitration Provision, you must notify us in writing within sixty (60) calendar days from acceptance of your Application at the following email address: legal@paysend.com.

Your written communication must include your name, address, Application 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 Service Conditions, your Application, your purchase of the Application, your use of the Application or transactions with the Application, regardless of how they are described, alleged or phrased, shall be finally and exclusively resolved by binding individual arbitration conducted by the American Arbitration Association ("*AAA*") in accordance with its Consumer Arbitration Rules in your state of residence, at a location that is reasonably convenient to both parties. The Claim includes claims of every kind and nature, including, but not limited to, initial claims, counterclaims, cross-claims, third-party claims, and claims based on contract, tort, fraud or other intentional tort, statute, regulation, common law and equity. The term "*Claim*" must receive the broadest possible meaning that can be enforced in law.

Binding arbitration. ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR WE WILL HAVE THE RIGHT TO DISPUTE THAT CLAIM IN COURT. IN ARBITRATION, NEITHER YOU NOR WE WILL BE ENTITLED TO A TRIAL BY A JUDGE OR JURY.

Place of arbitration/payment of fees. Any arbitration hearing you attend will take place in the federal judicial district of your principal residence. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or set of arbitrators) shall decide who shall be ultimately responsible for the payment of filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If you are required to pay filing, administrative and/or hearing fees in the arbitration, including any appeal that exceed the amount that would have resulted if the Claim had been filed in the state or federal court nearest your billing address with jurisdiction over the Claim, we will refund to that same extent the amount due/paid unless the arbitrator(s) determines that the obligation to pay the fees was incurred without substantial justification. We will not elect

to use arbitration under the Arbitration Provision for any Claim that you file and properly pursue in a small claims court in your state or municipality, provided that the Claim is individual and pending only in small claims court.

You and we shall have all remedies available to us in arbitration that you and we would have from a court and shall be entitled to an offer of reasonable evidence. All rulings on the scope, interpretation, applicability and validity of these Service Conditions shall be made exclusively by the arbitrator with finality. The arbitration award shall be binding and final. The judgment on the arbitration award may be rendered by any competent court.

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 ADMISSIBLE IN THE ARBITRATION.

This arbitration provision shall survive: (i) any termination of these Service Conditions; (ii) the bankruptcy of either party; and (iii) any transfer, sale or assignment of your Application, or any amounts due on your Application, to any other person or entity. Even if any part of this arbitration provision is held invalid or unenforceable, the remaining parts shall remain in force. Any different agreement regarding the arbitration shall be 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.

Solely for purposes of this Section 21 of Arbitration, "*We*" or "*Us*" shall mean Paysend, and its respective successors, affiliates or assigns, as well as any third party that uses or provides any product, service or benefit in connection with the Application.

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

This agreement is effective as of July 12, 2022.