

## User Agreement

**This user agreement is effective as of March 1st, 2020**

### Welcome to pipol pay!

This user agreement is a contract between you and FACEBANK International Corp, governing your use of your pipol Pay account and the pipol Pay services. You must have a U.S. bank account to use the pipol Pay services.

You agree to comply with all of the terms and conditions in this user agreement. The terms include an agreement to resolve disputes by arbitration on an individual basis. You also agree to comply with the following additional policies and each of the other agreements posted on the application that apply to you:

- Privacy Policy
- Acceptable Use Policy
- Consent to Receive Electronic Disclosures (E-Sign Disclosure and Consent)

We may revise this user agreement and any of the policies listed above from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If our changes reduce your rights or increase your responsibilities, we will provide notice to you of at least 21 days. We reserve the right to amend this agreement at any time without notice, subject to applicable law. By continuing to use our services after any changes to this user agreement become effective, you agree to abide and be bound by those changes. If you do not agree with any changes to this user agreement, you may close your account.

This service is not available to residents of the United States of America and its territories, by using this app you hereby declare that you are not a resident of the United States and its territories.

## Opening a pipol pay Account

The term “pipol pay account” refers to your registration on the pipol Pay app. The pipol Pay app is not an electronic wallet, it does not hold funds therefore it does not have a “stored value”. Pipol pay app allows you to transfer funds you may have available at an ACH enabled bank in the US. We offer accounts for two types of purposes: personal accounts and approved business accounts. You may only have one personal account. To create a personal account, you must possess a U.S Bank account, be at least 18 years old or the age of majority in your country of residence and have a unique individual, not shared personal email to register on a cellular/wireless smart telephone that you own. Your pipol pay account is a personal account unless you have received our express written approval to open a business account. In addition to this agreement, approved business accounts are also subject to the Approved Business Account Addendum.

Personal pipol Pay accounts let you do things like:

- Make payments with friends from/to an ACH enabled US Bank.
- Buy things through an authorized merchant.

Except for transactions expressly authorized by pipol pay, for example,

transactions with authorized merchants, personal accounts may not be used to conduct business, commercial or merchant transactions with other personal accounts, which includes paying or accepting payment from other personal accounts held by users you do not personally know for goods or services (for example, concert tickets, electronic equipment, sneakers, a watch, or other merchandise). If you plan to use your pipol Pay account to sell goods or services, you must have an approved business account. You may also find out more information about offering pipol Pay as a payment option as an authorized merchant by visiting [www.pipolpay.me](http://www.pipolpay.me) this webpage.

Keep confidential any credentials you use to access your pipol Pay account and the pipol Pay services. You must keep your email address and other contact information current in your pipol Pay account profile.

## Closing Your pipol Pay Account

You may close your account and terminate your relationship with us without cost, but you will remain liable for all obligations related to your pipol Pay account even after the pipol Pay account is closed. Any incomplete transactions or transfers must be completed or canceled.

In certain cases, you may not close your pipol Pay account, including:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If your pipol Pay account is subject to a hold, limitation or reserve.

## Link or Unlink a Payment Method

You can link or unlink a U.S. bank account to your pipol Pay account as a payment method. Please keep your payment method information current. If this information changes, we may update it using information any third-party sources available to us without any action on your part.

## Transferring Money With Your pipol Pay Account

### Bank transfer reviews

We review account and transaction activity at various times, including when bank transfers are initiated. This review checks for, among other things, suspicious or illegal activity, and whether your account activity and the activity of users with whom you've transacted comply with this agreement. In connection with our review process, you may be required to provide us with additional information and/or documentation to verify your identity. We may limit your account until verification is completed.

Reviews may result in:

- delayed, blocked or cancelled transfers;
- account limitation, suspension or termination;
- money or payments being seized to comply with a court order, warrant or other legal process; and/or
- money or payments you previously received being reversed (i.e., sent back to the sender or bank account that was used to fund the payment).

Among other reasons, we may take the above actions if you knowingly or unknowingly were a participant in a payment that was made from a compromised bank account, or compromised pipol Pay account, or if you were a participant in a transaction for goods and services between two personal accounts.

PIPOL PAY SHOULD ONLY BE USED TO TRANSACT WITH PEOPLE YOU KNOW AND TRUST. DO NOT USE PIPOL PAY TO TRANSACT WITH PEOPLE YOU DON'T KNOW, ESPECIALLY IF THE PAYMENT INVOLVES THE PURCHASE OR SALE OF A GOOD OR SERVICE. UNLESS PIPOL PAY EXPRESSLY AUTHORIZES YOUR PAYMENT FOR A GOOD OR SERVICE, FOR EXAMPLE, TRANSACTIONS WITH AN AUTHORIZED MERCHANT, IT IS RESTRICTED UNDER THIS AGREEMENT. IF YOU USE PIPOL PAY TO CONDUCT SUCH A TRANSACTION AND WE LATER REVERSE THE PAYMENT (WHICH COULD OCCUR IF IT IS DETERMINED THAT THIS AGREEMENT WAS VIOLATED OR IF THE PAYMENT WAS MADE USING A COMPROMISED PAYMENT METHOD OR ACCOUNT), YOU COULD LOSE BOTH THE UNDERLYING GOODS OR SERVICES AND THE MONEY SENT FOR THEM.

## Account Statements

You can access your pipol Pay account activity. You may view your pipol Pay account statement by logging into your pipol Pay account using the app on your phone.

## Payments with Friends

### Making payments with friends

You can send money to or request money from a friend using the compose payments feature in your pipol Pay account. You can also request money from a friend. Your friend will have to accept any charge request before you are sent money. When you accept a charge request sent by another pipol Pay user, you will send them money.

You can send money to or request money from a friend, even if they don't have a pipol Pay account at the time you send the payment, using their email address. If the friend does not have a pipol Pay account, they can claim the payment by opening a pipol Pay account. If they don't accept the transaction within seven (7) calendar days, the transactions will be reversed, no funds are transferred until the receiving party completes registration. You will be liable to complete any transfer using any funds that may have been available in your bank account on the original transaction date, which may not be available on a future date (up to seven days) when the beneficiary's registration is complete.

### Fees and limits

We may, at our discretion, impose limits on the amount and/or the number of payments you can send and receive. You can view any sending limit on our [Payment Limits](#) page. The fees applicable to sending money can be found on the [Fees](#) page. If you use your credit card as the payment method when sending money, you may also be charged a cash-advance fee by your card issuer.

In order to manage risk, we may limit the payment methods available when you make a payment.

Fees and limits may change from time to time in our sole discretion.

## Buying Something from Authorized

# Merchants

## How to buy something

An “authorized merchant” means a merchant that has been authorized by us to accept pipol Pay as a payment method for purchases of goods and services. This includes, for example, buying something online using your mobile phone through an authorized merchant’s website or mobile app and selecting pipol Pay as your payment method at checkout.

Payments sent via the pipol Pay app to another pipol Pay user do not qualify as payments to an authorized merchant. Similarly, if you are charged via the pipol Pay app or the pipol Pay website and accept the charge, this is not a payment to an authorized merchant. Except for transactions for goods and services that are expressly authorized by pipol Pay, if you have a personal account, you are not permitted to use pipol Pay as a payment method for purchases of goods and services.

In order to manage risk, we may limit the payment methods and the amount available for a transaction when you buy something from an authorized merchant.

## Fees and limits

When you perform a transaction using pipol Pay a fee may be charged depending on the nature of your account.

We may, at our discretion, impose limits on the dollar amount or the number of payments you can send within a specified time frame, including money you send for authorized merchant purchases. You can view any spending limit on our [Payments Limits page](#).

Fees and limits may change from time to time in our sole discretion.

## Payment review

When we identify a potentially high-risk payment to an authorized merchant, we review the transaction more closely before allowing it to proceed. When this happens, we will cancel the transaction and may notify the merchant. As a buyer, this may delay the process since you the buyer will have to repeat the transaction.

## Refunds

When you buy something from an authorized merchant using pipol Pay and the transaction is ultimately refunded, the money will be sent back to you. Money may not always be refunded to the payment method originally used.

# Using pipol Pay as a Payment Method

Pipol Pay will charge the entire cost of the payment to your preferred payment method (U.S. Bank Account). The transaction type, among other factors, determines when and how we use your preferred payment method, as explained on [Payment Methods](#).

You can manage payment methods, including selecting preferred payment methods, in the [Payment Methods](#) section of your pipol Pay account settings.

## Bank account transfers

When you use your bank account as a payment method, you are allowing us to initiate a transfer from your bank account. For these transactions, we will make electronic transfers from your bank account in the amount you authorize. You authorize us to try this transfer again if the initial transfer is rejected by your bank for any reason.

BEFORE YOU INITIATE A PAYMENT YOU SHOULD CONFIRM THAT YOUR BANK ACCOUNT CONTAINS FUNDS SUFFICIENT TO COVER THE PAYMENT BEFORE MAKING THE PAYMENT. THIS WILL HELP YOU AVOID OVERDRAFT OR OTHER FEES YOUR FINANCIAL INSTITUTION MAY CHARGE. PIPOL PAY IS NOT RESPONSIBLE FOR ANY OVERDRAFT CHARGES OR ANY OTHER FEES YOUR BANK MAY IMPOSE ON THE TRANSACTION.

## Refunds, Reversals and Chargebacks

### Payments that are invalidated and reversed

Payments may be invalidated and reversed by us if, among other reasons, we sent the payment to you in error, the funding transaction is declined or reversed, or if the payment was for activities that violated this user agreement or any other agreement with us.

As the sender or recipient of a payment that is later invalidated for any reason, you may be liable to us for the full amount of the payment and we may recover the amount of the payment (plus any fees) from you. We may recover the amount of the payment from either the sender or the recipient of an invalidated payment in our discretion (subject to applicable law). For example, if you send a payment funded by a bank account and the bank informs us it cannot cover the payment due to a lack of funds or a dispute, we may hold you liable for the payment, or if you were the recipient of that payment, we may reverse that payment from your account to cover the liability.

When recovering the amount of an invalidated payment from you, we may apply any money sent to you on pipol Pay, request that you add money to your account for the amount of the payment and apply that money to amounts owed, and/or we may:

- engage in collection efforts to recover such amounts from you;
- place a limitation or take other action on your pipol Pay account as outlined under Restricted Activities and Holds and Limitations.

If we invalidate a payment because the originating bank declined or reversed the transaction, then you may be liable for the payment even if you disagree with the decision of the originating bank to decline or reverse the payment. If you believe that a payment initiated with your pipol Pay account was not authorized, then you must notify us immediately, even if you (or someone else) disputes the transaction with the card issuer or originating bank. Please see below under the heading Reporting an Unauthorized Transaction for information about how to notify us. If you fail to report the unauthorized activity directly to us, then we may recover the amount of the reversed payment from you, as described above.

## Restricted Activities

In connection with your use of our websites, your pipol Pay account, the pipol Pay services, or in the course of your interactions with us, other customers, or third parties, you must not:

- Breach this user agreement, the Acceptable Use Policy, or any other agreement between you and us;
- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);

- Infringe our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- If you have a personal account, use your pipol Pay account to conduct transactions for goods or services with other personal accounts, except as expressly authorized by pipol Pay (e.g., for purchases from authorized merchants);
- Create or control more than one personal account for yourself without our express authorization, through, among other methods, using a name that is not yours, using a temporary email address or phone number, or providing any other falsified personal information;
- Act in a manner that is defamatory, trade libelous, threatening or harassing;
- Provide false, inaccurate or misleading information;
- Send or receive what we reasonably believe to be potentially fraudulent money or payments for advertising, marketing, or otherwise on an unsolicited and unauthorized basis;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- Attempt to double dip during the course of a dispute by receiving or attempting to receive money from both us and the recipient of a payment for the same transaction;
- Control an account that is linked to another pipol Pay that has engaged in any of these restricted activities;
- Use the pipol Pay services in a manner that results in or may result in:
  - o complaints;
  - o disputes; claims, reversals, chargebacks,
  - o fees, fines, penalties or other liability or losses to pipol Pay, other customers, third parties or you;
- Have any amounts owed to us;
- Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the pipol Pay services) operated by us or on our behalf or the pipol Pay services;
- Facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or pipol Pay services;
- Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers;
- Interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the pipol Pay services) operated by us or on our behalf, any of the pipol Pay services or other users' use of any of the pipol Pay services;
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers;
- Use the pipol Pay services to test credit card behaviors, or make excessive or unexplainable transactions;
- Circumvent any of our policies or determinations about your pipol Pay account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional pipol Pay account(s) when you have amounts owed to us or when your pipol Pay account has been restricted, suspended or otherwise limited; opening new or additional pipol Pay accounts using information that is not your own (e.g. name,

address, email address, etc.); or using someone else's pipol Pay account; or

- Executing transactions with the purpose of placing, layering and/or integrating funds originated from illegal activities or undisclosed origins.
- Harass and/or threaten our employees, agents, or other users.

## Actions We May Take if You Engage in Any Restricted Activities

If we believe that you've engaged in any of these activities, we may take a number of actions to protect ourselves, our customers and others at any time in our sole discretion.

The actions we make take include, but are not limited to, the following:

- Terminate this user agreement, limit your pipol Pay and/or FACEBANK account, and/or close or suspend your pipol Pay immediately and without penalty to us;
- Refuse to provide the pipol Pay services to you in the future;
- Limit your access to our websites, software, systems (including any networks and servers used to provide any of the pipol Pay services) operated by us or on our behalf, your pipol Pay or any of the pipol Pay services, including limiting your ability to pay or send money with any of the payment methods linked to your pipol Pay, restricting your ability to send money or make bank transfers;
- Update inaccurate information you provided us;
- Take legal action against you; report you the transactions as a suspicious activity to the authorities or
- If you've violated our Acceptable Use Policy, then you're also responsible for damages to us caused by your violation of this policy.

If we close your pipol Pay account or terminate your use of the pipol Pay services for any reason, we'll provide you with notice of our actions.

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by us, any customer, or a third party caused by or arising out of your breach of this agreement, and/or your use of the pipol Pay services. For example, if you send a payment funded by your bank account and your bank informs us you do not have sufficient funds to cover the payment, you may be liable for the payment.

Similarly, if you receive a payment and the payment is disputed, you may be liable for the payment.

## Holds and Limitations

### What are holds and limitations

Under certain circumstances, in order to protect pipol Pay and the security and integrity of the network that uses the pipol Pay services, pipol Pay may, in its sole discretion, take account-level or transaction-level actions.

Our decision about holds and limitations may be based on confidential criteria that are essential to our management of risk and the protection of pipol Pay, our customers and/or service providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your pipol Pay account. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. We have no obligation to disclose the details of our risk management or security procedures to you.

### Account Limitations

Limitations are implemented to help protect pipol Pay and pipol Pay users when we notice restricted activities or activity that appears to us as unusual or suspicious.

Limitations also help us collect information necessary for keeping your pipol Pay

account open.

There are several reasons why your pipol Pay account could be limited, including:

- If we suspect someone could be using your pipol Pay account without your knowledge, we'll limit it for your protection and look into the unusual activity.
- If another financial institution alerts us that someone has used one of your linked payment methods without permission.
- In order to comply with the law.
- If we reasonably believe you have breached this agreement or violated the Acceptable Use Policy.

You will need to resolve any issues with your account before a limitation can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect us, our users, a third party, or you from reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability.

## Court Orders, Regulatory Requirements or Other Legal Process

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including stopping payments to/from your pipol Pay account, placing a hold or limitation on your pipol Pay account. We will decide, in our sole discretion, which action is required of us. We do not have an obligation to contest or appeal any court order or legal process involving you or your pipol Pay account. When we implement a hold or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold or limitation may remain in place longer than 180 days.

## Protection from Unauthorized Transactions

To protect yourself from unauthorized activity in your pipol Pay account, you should regularly log into your pipol Pay account and review your Pay account activity on your phone, as well as statements from your linked accounts at any bank. We will notify you of each transaction by sending an email to your primary email address on file. You should review these transaction notifications to ensure that each transaction was authorized and accurately completed.

### What is an Unauthorized Transaction

An "Unauthorized Transaction" occurs when money is sent from your pipol Pay account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your pipol Pay account, and sends a payment from your pipol Pay account, an Unauthorized Transaction has occurred.

### What is not considered an Unauthorized Transaction

The following are NOT considered Unauthorized Transactions:

- If you give someone access to your pipol Pay account (by giving them your login information) and they use your pipol Pay account without your knowledge or permission. You are responsible for transactions made in this situation.
- Invalidation and reversal of a payment as a result of the actions described



under Refunds, Reversals and Chargebacks.

## Reporting an Unauthorized Transaction

If you believe your pipol Pay login information has been lost or stolen, please contact pipol Pay customer service immediately at [support@pipolpay.me](mailto:support@pipolpay.me)

Tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission using your login information or by other means, or if your pipol Pay activated mobile phone has been lost, stolen, or deactivated.

## Error Resolution

### What is an error

An “error” means the following:

- When a transaction is incorrectly recorded in your pipol Pay account.
- You send a payment and the incorrect amount is debited from your pipol Pay account.
- An incorrect amount is credited to your pipol Pay account.
- A transaction is missing from or not properly identified in your pipol Pay account statement.
- We make a computational or mathematical error related to your pipol Pay account.

### What is not considered an error

The following are NOT considered errors:

- If you give someone access to your pipol Pay account (by giving them your login information) and they use your pipol Pay account without your knowledge or permission. You are responsible for transactions made in this situation.
- You request a receipt or periodic statement documents that we are required to provide to you.
- Routine inquiries about the status of a pending transfer to or from your pipol Pay account, unless you expressly notify us of an error in connection with the transfer.
- Requests for duplicate documentation or other information for tax or other recordkeeping purposes.

### In case of errors or questions about your electronic transfers

Send an email to [support@pipolpay.me](mailto:support@pipolpay.me) or contact us through the Help Center on the pipol Pay website.

Notify us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must contact us directly to notify us of errors. When you notify us:

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your US Bank linked account within 10 Business Days for the amount you think is in error and will notify you within 2 Business Days of the credit, so

that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your pipol Pay account. For errors involving new pipol Pay accounts or point-of-sale transactions, we may take up to 90 days to investigate your complaint or question. For new pipol Pay accounts, we may take up to 20 Business Days to credit your pipol Pay account for the amount you think is in error.

We will tell you the results within 3 Business Days after completing our investigation.

- If we determine that there was an error, we will promptly credit the full amount of the error into your account within 1 Business Day of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.
- If we decide that there was no error, we will send you a written explanation, and, if you received a provisional credit, after giving you 5 Business Days advance notice of the date and amount of the debit, we will remove it from your account. You may ask for copies of the documents that we used in our investigation.

## Processing Errors

We will rectify any processing error that we discover. If the error results in:

- You receiving less than the correct amount to which you were entitled, then we will credit your pipol Pay account for the difference between what you should have received and what you actually received.
- You receiving more than the correct amount to which you were entitled, then we will debit your pipol Pay account for the difference between what you actually received and what you should have received.
- Our not completing a transaction on time or in the correct amount, then we will be responsible to you for your losses or damages directly caused by this failure, unless:
  - through no fault of ours, you did not have enough available funds to complete the transaction;
  - our system was not working properly and you knew about the breakdown when you started the transaction; or
  - the error was due to extraordinary circumstances outside our control (such as fire, flood or loss of Internet connection), despite our reasonable precautions.

Processing errors are not:

- Delays that result from us applying holds or limitations.
- Delays based on a payment review or bank transfer review.
- Delays described under How to buy something related to the time it may take for a purchase transaction to be completed in some situations.
- Your errors in making a transaction (for example, mistyping an amount of money that you are sending).

## Communications Between You and Us

If you provide us your mobile phone number, you agree that we, including our affiliates, may contact you at that number using autodialed or prerecorded message calls or text messages to: (i) service your pipol Pay branded accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. We will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes unless we receive your prior express written consent. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but we will not share your mobile phone number with third parties for their own purposes without your consent.

We may communicate with you about your pipol Pay account and the pipol Pay services electronically as described in our Consent to Receive Electronic Disclosures. You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to our website or email it to you. You will be considered to have received a communication from us, if it's delivered by mail, 3 Business Days after we send it.

You understand and agree that, to the extent permitted by law, we may, without further notice or warning, monitor or record telephone conversations you or anyone acting on your behalf has with us or our agents for quality control and training purposes or for our own protection. You acknowledge and understand that while your communications with us may be overheard, monitored, or recorded not all telephone lines or calls may be recorded by us, and we do not guarantee that recordings of any particular telephone calls will be retained or retrievable.

## Our Rights

### Our suspension and termination rights

We, in our sole discretion, reserve the right to suspend or terminate this user agreement, access to or use of our websites, software, systems (including any networks and servers used to provide any of the pipol Pay services) operated by us or on our behalf or some or all of the pipol Pay services for any reason and at any time upon notice to you.

### Amounts owed to us

We may deduct amounts owed to us, in whole or in part, from your linked US bank account later, either by you or from payments sent to you. While you owe amounts to us, we may:

- reverse payments you have sent;
- engage in collection and other efforts to recover such amounts from you, including, but not limited to, making attempts on your linked payment methods to cover the amounts; and
- place a limitation or take other action on your pipol Pay account as outlined under Restricted Activities and Holds.

If you have more than one pipol Pay account, even if you have those accounts without our authorization and in breach of this agreement, we may set off amounts owed to us in one pipol Pay account against your linked US Bank account. If you continue using your pipol Pay account when you have amounts owed to us, you authorize us to combine amounts owed to us with any debit or transaction sent from your account.

In addition to the above, if you have a past due amount owed to us, including our affiliates, we may debit your linked US bank account or accounts held at our affiliates or various products to pay any amounts that are past due. This includes accounts and amounts owed by using our various products.

**IF YOU HAVE AMOUNTS PAST DUE, YOU SHOULD CONFIRM THAT YOUR PAYMENT METHODS CONTAIN FUNDS SUFFICIENT TO COVER ANY AMOUNTS PAST DUE. THIS WILL HELP YOU AVOID OVERDRAFT OR OTHER FEES YOUR FINANCIAL INSTITUTION MAY CHARGE.**

### Insolvency proceedings

If any proceeding by or against you is commenced under any provision of the United

States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, we'll be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this agreement.

### Assumption of rights

If we invalidate and reverse a payment that you made to a recipient (either at your initiative or otherwise), you agree that we assume your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in our discretion.

### No waiver

Our failure to act with respect to a breach of any of your obligations under this user agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

## Indemnification and Limitation of Liability

In this section, we use the term "FACEBANK" to refer to FACEBANK International Corp., and our affiliates, and each of their respective directors, officers, employees, agents, joint venturers, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

### Indemnification

You must indemnify FACEBANK for actions related to your pipol Pay account and your use of the pipol Pay services. You agree to defend, indemnify and hold FACEBANK harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of your breach of this user agreement, your improper use of the pipol Pay services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your pipol Pay account or access our websites, software, systems (including any networks and servers used to provide any of the pipol Pay services) operated by us or on our behalf, or any of the pipol Pay services on your behalf.

### Limitation of liability

FACEBANK'S liability is limited with respect to your pipol Pay account and your use of the pipol Pay services. In no event shall FACEBANK be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of the pipol Pay services) operated by us or on our behalf, any of the pipol Pay services, or this user agreement (however arising, including negligence), unless and to the extent prohibited by law.

Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, FACEBANK is not liable, and you agree not to hold FACEBANK responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, our websites, software, systems (including any networks and servers used to provide any of the pipol Pay services) operated by us or on our behalf, or any of the pipol Pay services; (2)

delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the pipol Pay services) operated by us or on our behalf and any of the pipol Pay services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the pipol Pay services) operated by us or on our behalf or any of the pipol Pay services or any website or service linked to our websites, software or any of the pipol Pay services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the pipol Pay services) operated by us or on our behalf or any of the pipol Pay services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your pipol Pay account; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this user agreement or our policies.

## Disclaimer of Warranty and Release

### No warranty

The pipol Pay services are provided “as-is” and without any representation or warranty, whether express, implied or statutory. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

We do not have any control over the products or services provided by sellers who accept pipol Pay as a payment method, and we cannot ensure that a pipol Pay user or a seller you are dealing with will actually complete the transaction or is authorized to do so. We do not guarantee continuous, uninterrupted or secure access to any part of the pipol Pay services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the pipol Pay services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. We will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing because the pipol Pay services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

### Your Release of Us

If you have a dispute with any other pipol Pay account holder, you release us from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise, for example, California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

## Agreement to Arbitrate

If a dispute arises between you and FACEBANK regarding the pipol Pay services or otherwise,

our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, we aim to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and FACEBANK regarding the pipol Pay services may be reported to customer service online through the pipol Pay Help Center at any time, or by calling 754-300-1376 from Mon-Fri 10:00 AM to 6:00 PM EST.

ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS USER AGREEMENT MUST BE ASSERTED INDIVIDUALLY IN BINDING ARBITRATION CONDUCTED BY A SINGLE ARBITRATOR WITH EXPERIENCE IN CONSUMER ONLINE PAYMENT SERVICES DISPUTES ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. The forum for arbitration shall be in the city closest to your residence having a federal district courthouse. The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. To the extent allowed by applicable law, the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this user agreement including, but not limited to, any claim that all or any part of this user agreement is void or voidable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. For any non-frivolous claim, FACEBANK will pay the costs of the arbitration (but not your attorney fees), up to \$3,000.

This user agreement and each of its parts evidence a transaction involving interstate commerce, and the United States Arbitration Act shall apply in all cases and govern the interpretation and enforcement of the arbitration rules and arbitration proceedings. There is only one exception to this agreement to arbitrate. If we reasonably believe that you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any court of competent jurisdiction.

### **Waiver of Right to Jury; Class Action Waiver**

TO THE EXTENT ALLOWED BY LAW, YOU AGREE TO IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY OR OTHER COURT TRIAL (OTHER THAN SMALL CLAIMS COURT) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

## **Intellectual Property**

### **Our trademarks**

" pipolpay.me," " pipol Pay," and all logos related to the pipol Pay services are either trademarks or registered trademarks of FACEBANK International Corporation (“FACEBANK”) or FACEBANK’s licensors. You may not copy, imitate, modify or use them without our prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of FACEBANK. You may not copy, imitate, modify or use them without our prior written consent. You may use HTML logos provided by us for the purpose of directing web

traffic to the pipol Pay services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes pipol Pay or the pipol Pay services or display them in any manner that implies pipol Pay's or FACEBANK's sponsorship or endorsement. All right, title and interest in and to the pipol Pay websites, any content thereon, the pipol Pay services, the technology related to the pipol Pay services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of FACEBANK and its licensors.

### License grants, generally

If you are using our software and/or our future developments such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded or otherwise accessed through a web or mobile platform, then FACEBANK grants you a revocable, non-exclusive, non-sublicensable, nontransferable, royalty-free limited license to access and/or use our software in accordance with the documentation accompanying such software. This license grant applies to the software and all updates, upgrades, new versions and replacement software. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation, access and use requirements contained in all documentation accompanying the pipol Pay services. If you do not comply with implementation, access and use requirements you will be liable for all resulting damages suffered by you, us and third parties. We may update or discontinue any software upon notice to you. While we may have (1) integrated certain third party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third party materials and technology to facilitate providing you with the pipol Pay services, you have not been granted and do not otherwise retain any rights in or to any such third party materials. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third party materials or technology, or otherwise create any derivative works from any of the software or third party materials or technology. You acknowledge that all rights, title and interest to our software are owned by FACEBANK and any third-party materials integrated therein are owned by our third party service providers. Any other third-party software application you use on the pipol Pay websites is subject to the license you agreed to with the third party that provides you with this software. You acknowledge that FACEBANK does not own, control nor have any responsibility or liability for any such third-party software application you elect to use on any of our websites, software and/or in connection with the pipol Pay services.

### License grant from you to FACEBANK; intellectual property warranties

We do not claim ownership of the content that you provide, upload, submit or send to us. When you provide content to us or post content using pipol Pay services, you grant us (and parties that we work with) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights to help us improve, operate and promote our current services and develop new ones. We will not compensate you for any of your content.

You acknowledge that our use of your content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against us.

## Miscellaneous

### Assignment

You may not transfer or assign any rights or obligations you have under this user agreement without our prior written consent. We may transfer or assign this user agreement or any right or obligation under this user agreement at any time.

### Business Days

“Business Day(s)” means Monday through Friday, excluding holidays when pipol Pay’s offices are not considered open for business in the U.S. Holidays include New Year’s Day (January 1), Martin Luther King, Jr.’s Birthday (the third Monday in January), George Washington’s Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a holiday falls on a Saturday, we observe the holiday on the prior Friday. If the holiday falls on a Sunday, we observe the holiday on the following Monday.

### Consumer fraud warning

We’re always looking for ways to help keep you even more secure. So stay on the lookout for some of these common scams:

- Seller Scam: a scammer sends you a fraudulent payment for goods or services you provide outside of pipol Pay.
- Accidental Payment: a scammer sends you a fraudulent payment, claims it was accidental, and asks that you return their money.

Always use common sense when sending money. If something sounds too good to be true, it probably is. Only send money for yourself and not for others. Please let us know immediately if you believe someone is trying to scam or defraud you by contacting us.

### Dormant accounts

If you do not log in to your pipol Pay account for two or more years, we may close your pipol Pay account.

### Google Maps

In future software releases, we may integrate third party applications such as Google Maps. Your use of Google Maps while using the pipol Pay services on the pipol Pay app is subject to the then-current Google Maps/Google Earth Additional Terms of Service at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html) and Google Privacy Policy at <https://www.google.com/policies/privacy/>.

### Governing law

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this user agreement, the laws of the Commonwealth of Puerto Rico, without regard to principles of conflict of laws, will govern this user agreement and any claim or dispute that has arisen or may arise between you and



FACEBANK regarding your use of the pipol Pay services.

## Identity authentication

You authorize us, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include:

- asking you for further information, such as your date of birth, a social security or taxpayer identification number, your local jurisdiction ID Card, foreign or domestic passport, a visa issued by the United States Department of State, your physical address and other information that will allow us to reasonably identify you;
- requiring you to take steps to confirm ownership of your email address, phone number or financial instruments;
- ordering a credit report from a credit reporting agency, or verifying your information against third party databases or through other sources; or
- requiring you to provide your driver's license or other identifying documents.

Anti-money laundering and counter-terrorism financing laws may require that we verify the required identifying information if you use certain pipol Pay services. We reserve the right to close, suspend, or limit access to your pipol Pay account and/or the pipol Pay services in the event that, after reasonable enquiries, we are unable to obtain information about you required to verify your identity.

## Money Transmitter Licenses

Pipol Pay is a service of FACEBANK International Corp, a licensed International Banking Entity in Puerto Rico and provider of money transfer services. All money transmission is provided by FACEBANK International Corp pursuant to FACEBANK's licenses. FACEBANK is a member of NEACH®, the New England Automatic Clearinghouse and adheres to NACHA® 2020 operating rules and guidelines.

## pipol Pay is only a payment service provider

We act as a payment service provider only. We do not:

- Act as an escrow agent with respect to any money sent to you on pipol Pay that has not been transferred;
- Act as your agent or trustee;
- Enter into a partnership, joint venture, agency or employment relationship with you;
- Guarantee the identity of any user or seller;
- Determine if you are liable for any taxes; or
- Unless otherwise expressly set out in this agreement, collect or pay any taxes that may arise from your use of our services.

## Privacy

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

## State disclosures

In addition to reporting complaints about the pipol Pay services directly to us as described above, if you are a California resident, you may report complaints to the California Department of Business Oversight by mail at Department of Business Oversight, Attn: Consumer Services, 1515 K Street, Suite 200, Sacramento, CA 95814 or online through its website at [http://www.dbo.ca.gov/Consumers/consumer\\_services.asp](http://www.dbo.ca.gov/Consumers/consumer_services.asp). The California Department of Business Oversight offers assistance with its complaint form by phone at

866-275-2677. If you are a California resident, you have a right to receive communications about your pipol Pay account and the pipol Pay services by email. Florida residents may contact the Florida Department of Financial Services in writing at 200 East Gaines Street, Tallahassee, Florida, 32399, or by telephone at 1-800-342-2762.

### **Third party providers**

The pipol Pay app works on an application linked to a particular device and operating system, such as Apple's iOS operating system. Your use of the pipol Pay services may be subject to separate agreements you may enter into with your mobile device operating system provider (e.g., Apple, Google or Microsoft®), your mobile device manufacturer (e.g., Apple, Samsung®), your mobile service carrier (e.g., AT&T® or Verizon®), and other parties involved in providing your mobile device service, which we collectively refer to as "Covered Third Parties." You agree to comply with all applicable third-party terms of agreement when using the pipol Pay Services. We are not a party to those agreements and we have no responsibility for the products and services provided by third parties. You acknowledge and agree that this agreement is between you and FACEBANK, not with any Covered Third Party. You acknowledge and agree that we are solely responsible for the pipol Pay services and for providing maintenance and support services for the pipol Pay services.

Covered Third Parties have no warranty obligations whatsoever with respect to the pipol Pay Services and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the pipol Pay services to conform to any warranty provided by us, if any, will be our sole responsibility.

We, not any Covered Third Parties, are responsible for addressing any claims relating to the pipol Pay services, including, but not limited to: (i) product liability claims; (ii) any claim that the pipol Pay Services fail to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection, privacy, or similar legislation; and (iv) intellectual property claims.

If you are using the pipol Pay Services on an Apple device, you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary. Such rights may also accrue to other handset manufacturers and operating systems which participate in the pipol Pay services.

### **Unlawful internet gambling notice**

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through your pipol Pay account or your relationship with FACEBANK. Restricted transactions generally include, but are not limited to, transactions in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with unlawful Internet gambling.

### **Your use of information; Data protection laws**

If you receive information about another pipol Pay customer, you must keep the information confidential and only use it in connection with the pipol Pay services. You may not disclose or distribute any information about pipol Pay users to a third party or use the information for marketing purposes unless you receive that user's express consent to do so. You may not send unsolicited emails to a pipol Pay customer or use

the pipol Pay services to collect payments for sending, or assist in sending, unsolicited emails to third parties.

The privacy and data protection laws that may apply include any associated regulations, regulatory requirements and codes of practice applicable to the provision of the services described in this agreement.

In complying with such laws, you will:

- implement and maintain all appropriate security measures for the processing of personal data; and
- not knowingly do anything or permit anything to be done which might lead to a breach of any privacy data protection laws by us.