

## **Pipol Pay User Agreement - Effective as of 10-17-2022**

### ***Welcome to Pipol Pay!***

This User Agreement is a contract between you and FACEBANK International Corp, governing your use of the Pipol Pay services. Pipol Pay is owned by Facebank. You must have a U.S. bank account to use the Pipol Pay services. Your use of Pipol Pay is also subject to the terms and conditions applicable to your linked bank account. If you have an account with Facebank, your Facebank account is subject to such terms and conditions applicable to such account.

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 that the following additional policies apply in your use of Pipol Pay: 1) Privacy Policy, and 2) Consent to Receive Electronic Disclosures (E-Sign Disclosure and Consent). Additional terms and conditions may be included in the Pipol Pay application without notice and you will be subject to such terms and conditions upon such terms and conditions being posted.

We may revise this User Agreement, any terms and conditions and any of the policies listed above (each, a “Document” or, together the “Documents”) from time to time. The revised version of any such document will be effective at the time we post it, unless a greater time period is required by law. By continuing to use our services after any changes to a Document become effective, you agree to abide and be bound by those changes. If you do not agree with any changes to, you may stop using Pipol Pay.

### **WHAT IS A PIPOL PAY ACCOUNT AND GETTING ONE**

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”. The Pipol Pay app allows you to transfer funds to others 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 the Documents, approved business accounts are also subject to the Approved Business Account Addendum which shall also be deemed to a Document hereunder.

Personal Pipol Pay accounts let you do things like:

- Make payments to others from/to an ACH enabled U.S. Bank.
- Buy things or pay for services 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). We reserve the right to immediately suspend your use of Pipol Pay if we believe you are conducting business through your personal Pipol Pay account. Pipol Pay does not guarantee any personal transaction and such transactions cannot be reversed by Pipol Pay.

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.

You agree that Pipol Pay can verify that you are the owner of the account you are using for Pipol Pay, you are in good standing with your financial institution, and that the account exists. Pipol Pay may also verify the email address and other information that you provided to Pipol Pay.

## **CONNECTING TO A PAYMENT METHOD**

**You can link or unlink a U.S. bank account to your Pipol Pay account as a payment method. You must link a U.S. bank account in your name in order to use Pipol Pay. 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.**

## **ACCESSING YOUR 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.

## **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, activity with sanctioned parties, and whether your account activity and the activity of users with whom you have transacted or are transacting 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 or details relating to the transaction or with whom you are transacting. We may limit your account until our review is satisfactorily completed.

Reviews may result in:

1. delayed, blocked or cancelled transfers;
2. account limitation, suspension or termination;
3. money or payments being frozen, blocked or seized to comply with a court order, warrant or other legal process or applicable laws or regulations; and/or
4. 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 AND PROHIBITED 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. YOU MAY ALSO LOSE THE ABILITY TO USE PIPOL PAY.**

## **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 do not accept the transaction within seven (7) calendar days, the transaction 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<sup>1</sup>.

The fees applicable to sending money can be found on the Fees page<sup>2</sup>. 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. You can identify authorized merchants when you enter the email of the beneficiary and an authorized merchant logo is shown.

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.

If you purchase products or pay for services using Pipol Pay from any person other than an authorized merchant and the products or services are not delivered, Pipol Pay will not be responsible nor have any liability of any kind to you. If the purchase of products or services is from an authorized merchant, Pipol Pay will investigate the non-performance by the authorized merchant and if appropriate, may have the authorized merchant refund you the payment made by you using Pipol Pay.

### ***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

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<sup>1</sup> Facebook to make sure that a Payments Limits Page exists.

<sup>2</sup> Facebook to make sure that a Fees page exists.

merchant purchases. You can view any spending limit on our Payments Limits page<sup>3</sup>. 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. THESE CHARGES AND FEES REGARDLESS TO WHOM THEY ARE CHARGED ARE YOUR RESPONSIBILITY.**

## **REFUNDS, REVERSALS AND CHARGEBACKS**

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<sup>3</sup> Facebook to make sure that a Payments Limits Page exists.

### ***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 any Document.

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 now or in the future, 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: 1) engage in collection efforts to recover such amounts from you; or 2) place a limitation or take other action on your Pipol Pay account as outlined under Prohibited 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 and 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.

### **PROHIBITED 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, any other Document, 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);
- Use of Pipol Pay to pay for any illegal or unlawful goods or services;
- Use of Pipol Pay related to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes, alcoholic beverages, e-cigarettes, or prescription drugs or devices; (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) the promotion

of hate, violence, racial or other forms of intolerance that is discriminatory or the financial exploitation of a crime, (g) items that are considered obscene, (h) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (i) certain sexually oriented materials or services, (j) ammunition, firearms, or certain firearm parts or accessories, or (k) certain weapons or knives regulated under applicable law;

- Use Pipol Pay to pay for activities involving gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, fantasy sports, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not legally defined as gambling) and sweepstakes, if the operator and customers are located exclusively in jurisdictions where such activities are permitted by law;
- Use Pipol Pay related to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f) are associated with the sale of traveler's checks or money orders, (h) involve currency exchanges or check cashing businesses, (i) involve certain credit repair, debt settlement services, credit transactions or insurance activities, or (k) involve offering or receiving payments for the purpose of bribery or corruption;
- Use Pipol Pay involving the sales of products or services identified by government agencies to have a high likelihood of being fraudulent;
- 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; to us, our employees, agents, users or customers.
- 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 inquiry 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: complaints; disputes; claims, reversals, chargebacks, and/or 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; or
- Engage in any transaction with a sanctioned person or in a sanctioned country.
- Report a transaction to your bank and/or credit card process as unknown and reverse a transaction made through Pipol Pay without a justified cause.

## **ACTIONS WE MAY TAKE IF YOU ENGAGE IN ANY PROHIBITED ACTIVITIES**

If we believe that you've engaged in any of these activities, or any other that we determine in our sole discretion to violate any Document or applicable law, 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, including any reports to law enforcement, government or regulators authorities we deem necessary report you or the transactions as a suspicious activity to the authorities;
  - If you've violated this User Agreement then you're also responsible for damages to us caused by your violation of this Agreement; or
  - In the case of a transaction that is reversed, because the user does not recognize the transaction, Pipol Pay may investigate the transaction and request information from you about your identity, information about the transaction, the reasons for not recognizing a transaction and block your account;
  - Reverse any transaction;
  - Engage a collection agency to recover any amount defrauded from Pipol Pay or any other user of the Pipol Pay platform.

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 prohibited 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.

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 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:
  - o through no fault of ours, you did not have enough available funds to complete the transaction;
  - o our system was not working properly and you knew about the breakdown when you started the transaction; or
  - o 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.

## **HOW TO CLOSE 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: 1) to evade an investigation, 2) if you have a pending transaction or an open dispute or claim and/or 3) if your Pipol Pay account is subject to a hold, limitation or reserve.

## **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 without notice.

### *Security Interest*

As security for the performance of your obligations hereunder, you grant us a security interest in and to any funds of yours in our possession and in possession of any of our affiliates.

### *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 Prohibited 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 of any other Pipol Pay 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 Pipol Pay account.

In addition to the above, if you have a past due amount owed to us or to any of our affiliates, we may debit your linked U.S. bank account or any account held at our affiliates or through any of our various products to pay any amounts that are past due. This includes accounts and amounts owed to us or any of our affiliates by the use of any of our various products not just Pipol Pay.

**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.**

#### ***Attorney's Fees and Costs***

We will be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement by us of this Agreement, or any Document against you.

#### ***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, any other Document, 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 or any other Document (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 any other Document 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. **[CONFIRM]** 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's 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 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, non-transferable, 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 freely 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 any day in which banks in Puerto Rico are permitted or required to close.

### ***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 license. 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 or anyone to whom you send funds;
- 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.

## **MERCHANT AGREEMENT**

This Merchant Agreement, and any agreements, policies, and documents incorporated by reference herein, (this "Agreement"), is entered into by and between FaceBank International Corp., a Puerto Rico corporation whose address is 17 Road #2, Suite 600, Guaynabo, Puerto Rico 00968-1787 ("FaceBank", "we," or "our") and the entity or individual who enters into this Agreement ("Merchant" or "you"). This Agreement sets out the terms and conditions under which you may utilize the Pipol Pay Services (as such term is defined below in Section 1).

This Agreement becomes a legally binding contract and is effective as of the earliest date you do any of the following (the "Effective Date"): (i) accept this Agreement online, or (iii) start using the Pipol Pay Services. This Agreement, as it may be amended from time to time, will be available on the FaceBank website and/or pipolpay.me. In addition to the terms of this Agreement, you agree to be bound by the terms of any policy, document and/or agreement ("Document") which is incorporated by this reference in this Agreement, including, without limitation, the Privacy Policy and the Consent to Receive Electronic Disclosures. The revised version of any such Document will be effective at the time we post it, unless a greater time period is required by law. By continuing to use the Pipol Pay Services after any changes to a Document become effective, you agree to abide and be bound by those changes. If you do not agree with any changes to any Document, you may stop using Pipol Pay Services.

### **Section 1. Pipol Pay Payment Services and Guaranty.**

- (a) FaceBank will provide you with payment processing services which will allow you to receive payment from customers who use the Pipol Pay application for the payment of purchases of goods and service from you (the “Pipol Pay Services”) and technical support for the use of the Pipol Pay Services.
- (b) Facebank guarantees to you that will received payment for all sales of goods and/or services were the purchaser is a user of Pipol Pay in good standing and the purchaser makes payment using Pipol Pay in accordance and in compliance with the applicable User Agreement, subject to the following limitations: \_\_\_\_\_ (the “Payment Guaranty”).

**Section 2. Merchant Obligations.**

You shall be solely responsible for: (a) establishing, hosting and maintenance of its Web site(s) and its connection to the Internet (the “**Merchant Web Site(s)**”), fulfilling all orders for products and services sold by you to your customers on the Merchant Web Site(s) or trough any other means; (b) reviewing all transactions in your account on a regular basis and notifying FaceBank promptly of suspected unauthorized or fraudulent activity through your account; (c) establishing and maintaining a commercial banking relationship with FaceBank; (d) keeping your login name and password for your account confidential; (e) maintaining commercially reasonable business practices in conjunction with use of the Pipol Pay Services, collecting, storing and transmitting your customer data in a secure manner and protecting the privacy of your customer data; and (f) use the Pipol Pay Services in accordance with the applicable policies of FaceBank and applicable laws and regulations, including, without limitation, anti-money laundering and privacy laws and regulations.

**Section 3. Representations and Warranties of Merchant.**

You hereby represent and warrant to us that: (a) you have the full power and authority to execute, deliver and perform this Agreement; and (b) this Agreement is valid, binding and enforceable against you and no provision requiring your performance is in conflict with any obligations you have under any agreement to which you are a party.

**Section 4. Transactions, Account Activity and Other Covenants.**

You covenant and agree that:

- (a) each transaction that you process using the Pipol Pay Services will be solely in payment for your provision of bona fide goods or services to your customers.
- (b) with respect to your transactions and/or account activity relating to the Pipol Pay Services, you will report to FaceBank any discrepancy relating to transactions with customers through Pipol Pay, and/or any fees and amounts owed by you under this Agreement. You shall notify FaceBank in writing of any such discrepancy within thirty (30) days of the date the data is made available to you. Following the expiration of the applicable thirty (30) day period, your transactions and account activity shall be



deemed as accepted and agreed by you and FaceBank shall have no obligation to correct any errors or discrepancies identified after such period.

- (c) you will not use Pipol Pay Services for transactions related or sales of products and/or services involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes, (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) the promotion of hate, violence, racial or other forms of intolerance that is discriminatory or the financial exploitation of a crime, (g) items that are considered obscene, (h) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (i) certain sexually oriented materials or services, (j) ammunition, firearms, or certain firearm parts or accessories, or (k) certain weapons or knives regulated under applicable law.
- (d) you will not use Pipol Pay Services for transactions related or sale of products and/or services that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick"schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are by payment processors to collect payments on behalf of merchants, (e) are associated with the sale of traveler's checks or money orders, (h)involve currency exchanges or check cashing businesses, (f) involve certain credit repair, debt settlement services, credit transactions or insurance activities, or (g) involve offering or receiving payments for the purpose of bribery or corruption.
- (e) you will not use Pipol Pay Services for transactions related or sales of products and/or services identified by government agencies to have a high likelihood of being fraudulent.
- (f) will comply with all federal, state, or local laws, rules, or regulations applicable to you, your business and your transactions.
- (g) provide FaceBank with any information that we reasonably request, in connection with this Agreement or your use of the Pipol Pay Services, about you, your business and your transactions, including updated business records or financial statements.
- (h) cooperate in a legal investigation or audit that may be required by FaceBank related your use of the Pipol Pay Services.
- (i) comply with all policies and rules that FaceBank may establish for the use of the Pipol Pay Services.

**Section 5. Fees.**

You covenant and agree that:

- (a) In exchange for us providing you with the Pipol Pay Services, you agree to pay us the fees, including applicable transaction fees, as listed in our fee schedule, and incorporated herein by reference. We reserve the right to revise our fees at any time. Interest shall accrue at the lower rate of 1.5% per month, or the maximum amount permitted by law, on all overdue amounts. In the event that you have a good faith dispute as to the amounts due, you agree to pay the undisputed amounts. Interest shall not accrue on any disputed amounts so long as you pay such amounts within thirty (30) calendar days after resolution of the dispute.
- (b) Subject to the terms of this Agreement, FaceBank will remit to your Facebank account all amounts due to you from your transactions with clients paid through Pipol Pay, minus any fees, reversals, invalidated payments, chargebacks, refunds, setoffs, recoupments or other amounts that you owe FaceBank under this Agreement. You authorize FaceBank (any related notice and demand are hereby expressly waived) to set-off, recoup and to appropriate and to apply any and all balances or funds or other amounts FaceBank may owe you against and on account of your obligations, whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured and you agree that we may debit your FaceBank account for the applicable amounts, and/or recoup or set-off the applicable amounts against future payments due to you.

**Section 6. Liability for Invalidated Payments and other Liabilities.**

You are liable for all claims, expenses, costs, fines and liabilities we incur arising out of: (a) a chargeback, refund, over-payment, payment error, or other invalid payment (collectively “Invalidated Payment”); (b) any error, negligence, misconduct or fraud by you, your employees, or someone acting on your behalf; and/or (c) any losses resulting from your failure to comply with the terms of this Agreement, or your usage of the Pipol Pay Services. In the event of an Invalidated Payment or other liability, in addition to our other rights and remedies (all of which are cumulative), we may deduct, setoff or recoup the amounts due to FaceBank from your account at Facebank, against future payments due to you, and/or payouts from customers.

**Section 7. Verification of Information and Actions by FaceBank.**

- (a) You authorize FaceBank, directly or through third parties, to make any inquiries or take any actions we consider necessary to validate your identity, evaluate your creditworthiness, and verify information that you have provided to us. You authorize FaceBank to obtain financial and credit information, such as pulling your personal credit report, or the credit report for your directors, officers, and principals. By accepting this Agreement online or otherwise, you are providing FaceBank with written instructions and authorization in accordance with the Fair Credit Reporting Act to obtain such financial information or credit reports. In the event that we are unsuccessful in receiving satisfactory information for us to verify your identity or determine that you are creditworthy, FaceBank reserves the right to terminate this

Agreement with immediate notice to you, cease to provide access to the Pipol Pay Services, and refuse or rescind any payment by your customers.

- (b) If we believe that any of your transactions with customers pose an unacceptable level of risk, that you have breached the terms of this Agreement, or that your account has been compromised, we may take various actions to avoid liability. The actions we may take include, but are not limited to, suspending or limiting your ability to use the Pipol Pay Services, refusing to process any transaction, reversing a transaction, and contacting your customers to verify transactions and reduce potential fraud and disputes. If possible, we will provide you with advance notice of our actions and resolution steps. However, advance notice will not be provided if there is an immediate need to take actions such as a security threat, potential fraud, or illegal activity.

#### **Section 8. Trademark License.**

FaceBank grants you a revocable, non-exclusive, non-transferable license to use FaceBank's trademarks used to identify the Pipol Pay Service (the "Trademarks") solely in conjunction with the use of the Pipol Pay Service. You agree that you will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Trademark or any other trademark, trade name or product designation belonging to or licensed to FaceBank (including, without limitation registering or attempting to register any Trademark or any such other trademark, trade name or product designation). Upon expiration or termination of this Agreement, you will immediately cease all display, advertising and use of all of the Trademarks, including the logos and trademarks of the Pipol Pay.

#### **Section 9. Intellectual Property.**

Other than any express licenses granted by this Agreement, FaceBank grants no right or license by implication, estoppel or otherwise to the Pipol PAY Service or any intellectual property rights of FaceBank. Each party shall retain all ownership rights, title, and interest in and to its own products and services (including in the case of FaceBank, in the Pipol Pay Service) and all related intellectual property rights therein, subject only to the rights and licenses specifically granted herein.

#### **Section 10. Confidential Information.**

You and Facebank acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the Pipol Pay Services and the know how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this section or by breach of a third party's confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third

party's confidentiality obligations; or (iv) is independently developed by the receiving party. As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information; (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party's express prior written consent; (iii) disclose the disclosing party's Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure.

**Section 11. Indemnification.**

You agree to indemnify, defend, and hold harmless FaceBank, its parent, affiliates, officers, directors, agents, employees, shareholders and suppliers from and against any lawsuit, claim, liability, loss, penalty, cost or expense (including attorneys' fees and costs) they may suffer or incur as a result of (a) your breach of this Agreement or any other agreement you enter into with FaceBank or its suppliers in relation to your use of the Pipol Pay Services; (b) your use of the Pipol Pay Services; (c) your acts or omissions; and/or (d) your violation of any applicable law or , regulation.

**Section 12. LIMITATION OF LIABILITY.**

**FACEBANK SHALL NOT BE LIABLE TO YOU OR A THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PIPOL PAY SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF FACEBANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL FACEBANK'S TOTAL AGGREGATE LIABILITY TO MERCHANT OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE DIRECT DAMAGES SUFFERED BY SUCH PARTY IN AN AMOUNT EQUAL TO THE AMOUNTS PAID OR PAYABLE BY MERCHANT TO FACEBANK UNDER THIS AGREEMENT DURING THE FIRST TWELVE (12) MONTH PERIOD AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.**

**Section 13. Disclaimer of Warranties**

**THE PIPOL PAY SERVICE IS PROVIDED “AS IS” WITHOUT ANY WARRANTY WHATSOEVER. FACEBANK DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, TO MERCHANT AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FACEBANK OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF FACEBANK’S OBLIGATIONS.**

**MERCHANT ACKNOWLEDGES THAT FACEBANK HAS NOT REPRESENTED OR WARRANTED THAT THE PIPOL PAY SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY OR WITHOUT COMPROMISE OF THE SECURITY SYSTEMS RELATED TO THE PIPOL PAY SERVICES OR THAT ALL ERRORS WILL BE CORRECTED.**

**Section 14. Attorney’s Fees and Insolvency.**

If it becomes necessary for FaceBank to use legal counsel to enforce or prevent a breach of this Agreement or your obligations, whether or not suit is filed, you will immediately reimburse us for reasonably incurred attorney fees and other costs and expenses. You will also immediately reimburse us for all reasonable attorney's fees and costs incurred in connection with the representation of FaceBank in any bankruptcy, insolvency, reorganization, or other debtor-relief or similar proceeding of or relating to (a) Merchant, (b) any person liable (by way of guaranty, assumption, endorsement, or otherwise) on any of your obligations under this Agreement, (c) this Agreement, or (d) any property that secures any of your obligations under this Agreement.

**Section 15. Term and Termination.**

The term of this Agreement shall commence on the Effective Date and shall continue on until terminated as set forth herein. You may terminate this Agreement, without cause, by providing FaceBank with notice of your intent to terminate, or by ceasing to use the Pipol Pay Services.

FaceBank may terminate this Agreement or suspend services to you if any of the following occurs: (a) we are required by any regulatory body to cease providing services to you; (b) we believe that you have breached this Agreement, or are likely to do so; (c) if we determine that your use of the Pipol Pay Services carries an unacceptable amount of risk, including credit or fraud risk; (d) any other legal, reputational, or risk-based reason exists, in FaceBank’s sole discretion or (e) Facebank, with or without cause, gives you notice of termination. In the event that FaceBank terminates this Agreement, FaceBank shall provide you with written notice as soon as reasonably practicable.

After termination by either party as described above, you shall no longer have access to, and shall cease all use of the Pipol Pay Services. Any termination of this Agreement does not relieve you of any obligations to pay any fees, costs, penalties, chargebacks or any other amounts owed by you to us as provided under this Agreement, whether accrued prior to or after termination.

## **Section 16. Independent Contractors**

The relationship of FaceBank and you is that of independent contractors. Neither you nor any of its employees, consultants, contractors or agents are agents, employees, partners or joint ventures of FaceBank, nor do they have any authority to bind FaceBank by contract or otherwise to any obligation. None of such parties will represent anything to the contrary, either expressly, implicitly, by appearance or otherwise

## **Section 17. Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

## **Section 18. Waiver**

No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

## **Section 19. Assignment**

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Merchant may not assign this Agreement without the written consent of FaceBank. FaceBank may assign this Agreement in its sole discretion without the written consent of Merchant.

## **Section 20. Amendment**

We may amend this Agreement at any time by posting a revised version of it on Facebank's website and/or pipolpay.me. The revised version will be effective at the time we post it. If you do not agree to the updated terms, you can terminate your Agreement by providing us with notice in the manner indicated below. If you provide us with termination notice within 30 days of the date of update, then your current terms and conditions shall apply during this notice period.

## **Section 21. Entire Agreement**

This Agreement sets forth the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

**Section 22. Survival**

Sections 5 (Fees), 6 (Liability for Invalidated Payments and other Liabilities), 10 (Confidential Information), 11 (Indemnification), 12 (Limitation of Liability), 13 (Disclaimer of Warranties), 15 (Term and Termination), 19 (Notices), and 22 (Governing Law and Jurisdiction), as well as any other terms which by their nature should survive, will survive the termination of this Agreement.

**Section 23. Notices**

Except as otherwise expressly stated in this Agreement, all notices to FaceBank shall be in writing and delivered, via courier or certified or registered mail, to: 17 Road #2, Suite 600, Guaynabo, Puerto Rico 00968-1787, Attention: PIPOL PAY or any other address provided by FaceBank. All notices to you shall be delivered to your mailing address or e-mail address as provided by you in your account information.

**Section 24. Governing Law and Jurisdiction.**

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Each party consents to the exclusive venue and jurisdiction of the federal and/or Commonwealth of Puerto Rico courts sitting in San Juan, Puerto Rico for any dispute arising out of or related to this Agreement and/or the Pipol Pay Services.

**Consent to Receive Electronic Disclosures**

By accepting this Consent as indicated below, you, the person or entity applying for a bank account and/or a user or merchant using Pipol Pay, consent to receive and view disclosures, notices, statements and other communications (collectively, “Disclosures”) from FaceBank International, Corp. (“FaceBank” or “we”) relating to your eligible FaceBank account(s) and/or Pipol Pay account(s) (“Account(s)”) electronically by any of the following means:

- Text to your mobile phone number (which may include a link to a new Disclosure on the FaceBank or pipolpay.me website (“Website”)),
- To your email (or social media network), or
- Notifications from our Web or mobile application (“Application”).

Delivery by any of these means will constitute proper notice to you under applicable law. You

acknowledge that Disclosures will include, but may not be limited to, the following:

- The FaceBank Website, Privacy Policy, Merchant Agreement and the User Agreement (“Policies and Agreements”);
- Disclosures and/or amendments we may provide you under our Policies and Agreements;
- Balance, activity and any other information on your Account(s),
- Periodic statements, receipts, confirmations, authorizations and transaction history for your Account(s);
- Disclosures regarding the resolution of any claimed error on your periodic statements; and
- Disclosures required or permitted by law or regulation.

**Your Right to Revoke Consent.** Your consent is effective until further notice by us or until you revoke your consent to receive electronic Disclosures. You may revoke your consent to receive electronic Disclosures at any time either by clicking the “Contact Us” button at the bottom of this page or submitting your request in writing to: Attention: [REDACTED] - FaceBank International Corp., 17 Road #2, Suite 600, Guaynabo, Puerto Rico 00968-1787.

If you do not consent or if you withdraw your consent, we reserve the right to refuse to accept your Account application, to cancel your Account, place your Account on inactive status, or to provide a paper copy of Disclosures. If you request a paper copy of a Disclosure within 180 days of the date of the Disclosure and we elect to send you a paper copy, we will waive our standard Disclosure Request Fee, if any, for the first two requests. After that, any additional Disclosure Requests may be subject to fees. We will only provide paper copies upon your request if your current mailing address is in your Account profile.

**System Requirements:** In order to receive Disclosures, whether by text or email, you need to have a means of printing or storing them. So, in addition to having an email address and phone number you must have the following:

- Computer or mobile device with Internet connection;
- A current web browser with cookies enabled;
- A valid email address on file in your Account profile;
- Ability to store or print the Disclosures; and
- if you use a spam blocker, you must add [REDACTED]@FaceBank.com to your email address book or whitelist.

We reserve the right to change these System Requirements and will provide you with a Disclosure when we make a material change to the System Requirements.

**Receiving Texts and emails.** In order to receive Disclosures, you must ensure that the primary mobile phone and/or email address that you provide us is your valid, current phone number or email address, and you are able to receive at that address texts or email messages containing Disclosures including attached electronic documents and that such Disclosures, including portions that are attached documents are available for viewing and storing or printing by you. You agree to promptly update your email address by updating your Account profile if your email address changes. You acknowledge



that our ability to notify you of the availability of your Disclosures is contingent on the validity of mobile phone number and email address in our records. If your mobile phone or email address is no longer valid, we reserve the right to determine your Account is inactive or take other actions as set forth in the User Agreement. You will not be able to conduct any transactions in your Account until you update your mobile phone or email address in your Account profile.

**Reservation of Rights.** We reserve the right to provide you with any Disclosure in writing, rather than electronically, or to withdraw the right to receive Disclosures electronically at any time. You agree to maintain on file with us your current street address and to promptly update your address in the event it changes by updating your Account profile. Although we may waive our fee for delivery of paper Disclosures, we reserve the right to charge the Disclosure Request Fee and to increase this fee in our discretion.

**Print Disclosures.** We recommend that you print a copy of this Consent and any Disclosure that you view electronically for your records as the Disclosure may not be accessible online at a later date.

**Your Consent.** By clicking on the “Next” or “Sign Up” button in the FaceBank and/or Pipol Pay sign up flow, which you adopt as your electronic signature, you agree that (i) we may provide Disclosures to you electronically, on the terms and conditions set forth in this Consent, (ii) the consent shall last until you revoke your consent, and (iii) you meet the System Requirements specified above. If you do not wish to receive Disclosures electronically, you will not be able to open an Account.

**General.** You understand and agree that we are responsible for sending the Disclosures to you electronically by email or text to the address in your Account profile or through the Service. We are not responsible for any delay or failure in your receipt of the email or text notices and whether or not you choose to view the Disclosure, subject to your right to revoke your consent to receive Disclosures electronically.

# Privacy of Consumer Financial Information Policy & Program

## **I. Purpose**

The purpose of this policy is ensuring compliance with Gramm-Leach-Bliley Act (GLBA) information-sharing practices set forth by 12 CFR Part 1016 – Privacy of Consumer Financial Information within PIPOLPAY. This part applies only to nonpublic personal information about individuals who enroll on PIPOLPAY, a payment service provided by Facebook International a financial institutions for which the Bureau of Consumer Financial Protection (Bureau) has rulemaking authority pursuant to section 504(a)(1)(A) of the Gramm-Leach-Bliley Act (GLB Act). This part requires financial institutions to provide each consumer with a written privacy policy notice at the time the consumer relationship is established and annually thereafter. The privacy notice must explain the information-sharing practices. The notice must also identify the consumer's right to opt out of the information being shared with unaffiliated parties pursuant to the provisions of the Fair Credit Reporting Act. The unaffiliated parties receiving the Non-Public Personal Identifiable Information (NPPII) are held to the acceptance terms of the consumer under the original relationship agreement. Also, this act requires financial institutions to develop a written information security plan describing its processes and procedures for protecting clients' Non-Public PII. GLBA Non-Public PII guidelines applies to any non-public information, which is defined as information a customer may provide to facilitate a transaction or which is otherwise obtained by the institution. As a covered entity, PIPOLPAY must ensure compliance with this Policy & Program in order to construct a thorough understanding of each department handling the nonpublic information, as well as develop and monitor the program to secure the information. If there are changes in how information is collected, stored, and used, the safeguards must be updated as well. The Federal government provides a set of standards for safeguarding customer information. Complying with this Part ensures the effective management of change while reducing risk. Changes include, but are not limited to: improvements, updates, and maintenances, among others. All changes must be evaluated, planned and monitored in order to minimize any adverse impact to PIPOLPAY operations.

## **II. Scope**

The objective of this policy is to establish the general guidelines to ensure that PIPOLPAY and their affiliates safeguard the confidentiality of personal identifiable information (PII) gathered from customer records in paper, electronic or other forms, in order to protect customers' privacy and securely protect their sensitive personal information against unauthorized access. This policy applies to all PIPOLPAY personnel that collect, access, maintain, distribute, process, protect, store, use, transmit, dispose of, or otherwise handle NPPII. This policy establishes the general guidelines for handling NPPII, in order to prevent and limit noncompliance with GLBA on PIPOLPAY daily operations.

Non-Public PII include, but is not limited to, any information an individual gives you to get a financial product or service (for example, name, address, income, Social Security number, Passport/VISA/Government identification number or other information on an application), any information you get about an individual from a transaction involving your financial product(s) or service(s) (for example, the fact that an individual is your consumer or customer, account numbers, payment history, loan or deposit balances, and credit or debit card purchases), or any information you get about an individual in connection with providing a financial product or service (for example, information from court records or from a consumer report). PII does not include information that you have a reasonable basis to believe is lawfully made "publicly available." In other words, information is not NPPII when you have taken steps to determine that the information is generally made lawfully available to the public, and that the individual can direct that it not be made public and has not

done so. Publicly Available information include, but not limited to, federal, state, or local government records made available to the public, such as information that is in widely distributed through media like telephone books, newspapers, and websites that are available to the general public on an unrestricted basis, even if the site requires a password or fee for access.

### iii. **Definitions**

- *Affiliate*: In any company that controls, is controlled by, or is under common control with PIPOLPAY.
- *Consumer*: Is an individual or that individual's legal representative, has been invited to PIPOL PAY but not enrolled yet.
- *Customer*: Is a consumer who has enrolled to PIPOL PAY, has a linked bank account and a continuing relationship with PIPOL PAY.
- *Financial service*: Includes, among other things, Facebook's evaluation, assistance or brokerage of information that is collated in connection with a request or an application from a consumer for a financial product or service.
- *Non-Public Personal Identification Information (NPPII)*: Is any information that is not publicly available and that a consumer provided to PIPOLPAY to obtain a financial product or service from the institution and/or results from a transaction between the consumer and PIPOLPAY that involves a financial product or service obtained otherwise about a consumer in connection with providing a financial product or service.
- *Opt Out*: The right provided to customers and/or consumers to discontinue the sharing of his/her NPPII with a nonaffiliated third party.

#### IV. Policy

<p><b>Safeguards Over Information</b></p>	<ul style="list-style-type: none"> <li>- PIPOLPAY protects customer information to achieve confidentiality, integrity and availability. Confidentiality means that NPPII is not available or disclosed to unauthorized persons. Integrity means that NPPII is not altered /destroyed in an unauthorized manner. Availability means that NPPII is accessible and usable on demand by an authorized person.</li> <li>- PIPOLPAY attains administrative safeguards by implementing security measures that reduce risks/vulnerabilities to a reasonable and appropriate level.</li> <li>- PIPOLPAY achieves physical safeguards by limiting physical access to its facilities while ensuring that authorized access is allowed and follows the appropriate procedures established.</li> <li>- PIPOLPAY achieves technical safeguards by implementing technical policies and procedures that allow only authorized users to access electronic NPPII. Electronic measures must be put in place to confirm that NPPII has not been improperly altered or destroyed.</li> <li>- PIPOLPAY will achieve organizational safeguards by taking reasonable steps to cure any activity or practice that constitutes a material breach or violation. Violations include the failure to implement safeguards that reasonably and appropriately protect NPPII.</li> <li>- PIPOLPAY will adopt reasonable and appropriate procedures to comply with this Policy. PIPOLPAY must maintain written security procedures and written records of required actions, activities or assessments.</li> <li>- PIPOLPAY must perform a risk assessment if a breach occurs to evaluate probability of that the protected information has been compromised.</li> </ul>
<p><b>Requirements for Notices</b></p>	<ul style="list-style-type: none"> <li>- Privacy notices must be clear and conspicuous and must accurately reflect the institution privacy practices.</li> <li>- The privacy notice will be provided so that each recipient can reasonably be expected to receive actual notice in writing or electronically.</li> <li>- Privacy notices will be available in PIPOLPAY' website.</li> <li>- The privacy notice includes the following information: <ul style="list-style-type: none"> <li>• Categories of information collected,</li> <li>• Categories of information disclosed,</li> <li>• Categories of affiliates and nonaffiliated third parties to whom PIPOLPAY may disclose information,</li> <li>• Policies and practices with respect to the treatment of former customers' information,</li> <li>• Categories of information disclosed to nonaffiliated third parties that perform services for PIPOLPAY or functions on Facebook's behalf and categories of third parties with whom PIPOLPAY has contracted,</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• An explanation of the opt out right and methods for opting out,</li> <li>• Policies and practices for protecting the security and confidentiality of information, and</li> <li>• A statement that PIPOLPAY makes disclosures to other nonaffiliated third parties for everyday business purposes or as permitted by the law.</li> </ul>
<b>Notice Duties to Customers</b>	<p>- PIPOLPAY will provide an initial notice of its privacy policies and practices to each customer, no later than the time a customer relationship is established.</p> <p>- Gramm-Leach-Bliley Act (GLBA) gives rule making authority to the CFPB and modifies Regulation P on the requirements of Annual Notice indicating that “the institutions are not required to deliver an annual privacy notice if: (i) Provide nonpublic personal information to nonaffiliated third parties only in accordance with the provisions of § 1016.13, § 1016.14, or § 1016.15; and (ii) Have not changed their policies and practices with regard to disclosing nonpublic personal information from the policies and practices that were disclosed to the customer under § 1016.6(a)(2) through (5) and (9) in the most recent privacy notice provided pursuant to this part.”</p> <p>Therefore, it is the policy of PIPOLPAY to provide the ongoing annual Privacy Notice to existing customers only if at any giving point in time a change in policies and/or practices occurs in regards to disclosing nonpublic personal information from the policies and practices that were disclosed to the customer under § 1016.6(a)(2) through (5) and (9) in the most recent privacy notice provided pursuant to this part.</p> <p>- A new notice will be provided to an existing customer when the customer links a new bank account or financial product.</p>
<b>Information to be collected from Customers when Opening a New Account</b>	<p>- PIPOLPAY will notify the customers of new account the requirement of the following information: his/her name, address, date of birth, profession, origin of income, and any other information that will allow the identification of the customer. This applies all PIPOL PAY CUSTOMERS and CONSUMERS</p> <p>- PIPOLPAY might also request the license ID, Passport or any other identification documents to the customer or representative, if applicable.</p> <p>- PIPOLPAY will notify that they will reserve the right of requesting additional documents to the accounts primary signature, authorized signatures, and/or origin of funds reflected on the account, and/or customers’ income.</p> <p>- PIPOLPAY will notify that the client is not required to accept the disclaimers when opening a new account. If clients are not in agreement with the disclaimers, his relationship with PIPOL PAY will be terminated.</p>
<b>Opt Out Duties to Consumers</b>	<p>- PIPOLPAY will send an initial notice of its privacy policies and practices via e-mail, providing this is the official method of communication, as all customers</p>

	<p>must agree.</p> <ul style="list-style-type: none"> <li>- The information sent to the consumer will include an opt out notice.</li> <li>- The opt out notice will allow a period of no less than 30 days for the consumer to opt out.</li> <li>- PIPOLPAY will notify its new clients that their account or transaction information could be disclosed in the following scenarios: <ul style="list-style-type: none"> <li>• Verification of existence and condition of clients account to third party (e.g. credit bureau, merchants)</li> <li>• Complying with warrants made from courts or governmental agencies,</li> <li>• When required in order to process or complete a transaction,</li> <li>• When the customer authorizes in writing, and</li> <li>• When required or permitted by legislation and applicable laws.</li> </ul> </li> <li>- PIPOLPAY will not disclose any nonpublic personal information to non-affiliated third parties except under the enumerated exceptions.</li> <li>- PIPOLPAY will provide a revised notice before it begins to share a new category of nonpublic personal information or shares information with a new category of nonaffiliated third party in a manner that was not described in the previous notice.</li> </ul>
<p><b>Monitoring of Compliance</b></p>	<ul style="list-style-type: none"> <li>- PIPOLPAY has designated an officer that is not involved in the proper execution of this policy, the task of monitoring the proper compliance of this policy and/or pertinent procedure.</li> <li>- All recommendations identified as a result of the monitoring process will be discussed with upper management in the Regulatory Compliance Committee.</li> <li>- Action plans and/or corrective measures will be documented, approved and distributed within the affected area and management.</li> <li>- The areas to be evaluated are: <ul style="list-style-type: none"> <li>• Initial privacy notice,</li> <li>• Annual privacy notice (if considered applicable),</li> <li>• Content privacy notice,</li> <li>• No Opt-out notice,</li> <li>• Revised notice,</li> <li>• Delivery methods,</li> <li>• Limits on disclosure to nonaffiliated third parties,</li> <li>• Limits on disclosure and reuse of information,</li> <li>• Exceptions to notice and opt out requirements for processing servicing transaction, and</li> <li>• Other exceptions to notice and opt out requirements.</li> </ul> </li> </ul>
<p><b>Response Program for Unauthorized Access to Customer</b></p>	<ul style="list-style-type: none"> <li>- PIPOLPAY has in place a risk-based response, including customer notification procedures, to address unauthorized access to or use of customer information maintained by a PIPOLPAY or its service provider that could</li> </ul>



<p><b>Information and Customer Notice</b></p>	<p>result in substantial harm or inconvenience to any customer, and require disclosure of a data security breach if the covered entity concludes that misuse of its information about a customer has occurred or is reasonably possible, pursuant to the guidance, substantial harm or inconvenience is most likely to result from improper access to “sensitive customer information”.</p> <p>- PIPOLPAY’s response program general procedures are:</p> <ul style="list-style-type: none"> <li>• Assessing through an investigation the nature and scope of an incident and identifying what customer information systems and types of customer information have been accessed or misused; assessing the situation could include the support of a third party, as considered necessary.</li> <li>• Notifying its primary regulators once PIPOLPAY becomes aware of an incident involving unauthorized access to or use of sensitive customer information; consistent with the Agency’s Suspicious Activity Report (“SAR”) regulations,</li> <li>• Notifying appropriate law enforcement authorities;</li> <li>• Taking appropriate steps to contain and control the incident to prevent further unauthorized access to or use of customer information (e.g., by monitoring, freezing, or closing affected accounts and preserving records and other evidence); and</li> <li>• Notifying the affected customers when warranted. Customer notice may only be delayed if an appropriate law enforcement agency determines that notification will interfere with a criminal investigation and provides the institution with a written request for the delay.</li> </ul> <p>- PIPOLPAY has an affirmative duty to protect their customers’ information against unauthorized access or use, and that customer notification of a security breach involving the customers’ information is a key part of that duty.</p>
<p><b>Breach Notification Contents</b></p>	<p>- The contents of a breach notification should contain the following elements:</p> <ul style="list-style-type: none"> <li>• A general description of the incident,</li> <li>• Type of information subject to unauthorized access,</li> <li>• A telephone number customers can call for further information and assistance,</li> <li>• A reminder "to remain vigilant" over the next 12 to 24 months,</li> <li>• A recommendation that incidents of suspected identity theft be reported promptly, and</li> <li>• A general description of the steps taken by the financial institution to protect the information from further unauthorized access or use.</li> <li>• Depending on the situation, PIPOLPAY may choose to contact all</li> </ul>

	customers affected by telephone or by electronic mail.
<b>Suspicious Activity Report ("SAR")</b>	<ul style="list-style-type: none"> <li>- PIPOLPAY is required to file a suspicious activity report no later than 30 calendar days after the date of initial detection of unusual facts that may constitute a basis for filing a suspicious activity report.</li> <li>- If no suspect was identified on the date of detection of the incident requiring the filing, PIPOLPAY may delay filing a suspicious activity report for an additional 30 calendar days to identify a suspect.</li> <li>- In no case shall reporting be delayed more than 60 calendar days after the date of initial detection of a reportable transaction.</li> <li>- PIPOLPAY must use the regular channels in order to submit Suspicious Activity Reports.</li> </ul>