



## Pagotronic Terms of Use and Service

The following Pagotronic Terms of Use and Service (these “Terms”) represent a binding legal agreement between you and Pagotronic LLC (“we” “Pagotronic”). The Terms govern your access or use of mobile applications, websites, content, products (the “Applications”) including any content and functionality, and describe the payment services (the “Services”) available from Pagotronic through the Applications, whether as a guest or a registered user, and the related terms and conditions under which you may receive the Services (together, the “Agreement”). Please read these Terms carefully before using the Services. The entire Agreement is available by scrolling through the window.

BY USING THE SERVICES AND APPLICATIONS YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT AND (C) IF YOU ARE AN INDIVIDUAL YOU ARE A RESIDENT OF THE UNITED STATES OR ONE OF ITS TERRITORIES OR IF YOU ARE A BUSINESS THE BUSINESS MUST BE ORGANIZED IN, OPERATING IN, OR A RESIDENT OF, THE UNITED STATES OR ONE OF ITS TERRITORIES. If you do not agree to this Agreement or meet all of these requirements, you may not use the Services. Notwithstanding anything else in these Terms, we may, in our absolute discretion, refuse you or any other person access to the Services or the Applications at any time and for any reason, including but not limited to, if you do not satisfy the client acceptance requirements. This Agreement includes by reference any additional terms and conditions from third parties that may be applicable to the Applications or the Services. Pagotronic's collection and use of personal information in connection with the use of the Applications and the Services will conform with the Privacy Notice.

### **CHANGES TO THE TERMS OF USE AND SERVICE**

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Applications and Services thereafter.

Your continued use of the Applications and Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

The Agreement is available to download once you have accepted it. An electronic copy of the Agreement is available upon request to [legal@pagotronic.com](mailto:legal@pagotronic.com).

### **DISPUTE RESOLUTION**

The parties to these Terms (you and Pagotronic) agree to arbitrate any claim, dispute, or controversy, including all statutory claims and any state or federal claims, that may arise out of or relating to the Services or the subject matter of these Terms. The arbitration shall take place in Miami, Florida. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to use other



available resolution processes, such as a court action or administrative proceeding, to settle their disputes. The parties agree that these Terms require the use of mediation and arbitration on an individual basis to resolve covered disputes, rather than jury trials or class actions.

## **I. ACCESSING THE APPLICATIONS AND ACCOUNT SECURITY**

The Applications constitute a technology platform that enables users of the Applications to obtain payment services from Pagotronic.

We reserve the right to withdraw or amend the Applications, and any service or material we provide on the Applications, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Applications is unavailable at any time or for any period.

You are responsible for ensuring that all persons who access the Applications through your device are aware of these Terms and comply with them.

### **User Accounts:**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account (“**Account**”). Account registration requires you to submit to Pagotronic certain personal information, such as your first name, last name, email address and mobile phone number, as well as a photo of a valid, current, government-issued photo ID. You agree to maintain accurate, complete, and up-to-date information in your Account. You agree that you: (a) are not impersonating any person or entity; and (b) are not violating any applicable state, federal, or other law regarding use of personal information. We may, from time to time, use any of the information you submit to verify the completeness, accuracy or truthfulness of the information you have provided in the Services.

You are the only person authorized to use your user ID and password and for maintaining the confidentiality of your user ID and password. You shall not permit or allow other persons to have access to or use your user ID and password. You are responsible for the use of the Services under your user ID. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

Pagotronic requires a valid, current email address to communicate with you and to identify you in the Applications. You authorize Pagotronic to communicate with you using the email address that you provide. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

You represent and warrant that: (i) you either are the sole and exclusive owner of Your Information; and (ii) neither Your Information nor your submission, uploading, publishing or otherwise making available of Your Information nor Pagotronic's use of Your Information as permitted by these Terms



will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

## **II. SERVICES**

1. A Pagotronic account will allow you to send and receive money and complete payments.
2. You may close your Pagotronic account and terminate your relationship with us at any time without cost, but you will remain liable for all obligations related to your Pagotronic account even after the Pagotronic account is closed. When you close your Pagotronic account, we will cancel any scheduled or incomplete transactions. If you have an external account linked to a personal Pagotronic account, you must withdraw or transfer any funds held in your Pagotronic account before closing your Pagotronic account and closing a Pagotronic account will result in Pagotronic automatically closing any linked external account.
  - a. In certain cases, you may not close your Pagotronic account, including:
    - To evade an investigation.
    - If you have a pending transaction or an open dispute or claim.
    - If your Pagotronic account has a negative balance.
    - If your Pagotronic account is subject to a hold, limitation or reserve.
3. Link or Unlink a Payment Method. You can link or unlink certain payment methods such as a U.S. bank account to your Pagotronic account. You can also unlink the payment method by withdrawing all funds and closing it. Please keep your payment method information current. If this information changes, we may update it using information and third-party sources available to us without any action on your part. If we update your payment method, we will keep any preference setting attached to such payment method.
4. Pagotronic is not a bank and does not itself take deposits. Pagotronic operates accordance with state money transmitter laws.

## **III. PROHIBITED USES**

1. You agree not to use the Applications and Services in a manner that violates any application law, regulation or this Agreement. You may not authorize third parties to use your Account, and you may not assign or otherwise transfer your Account to any other person or entity. You also represent that you are not an individual or an individual employed by or associated with an entity identified on the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List, or otherwise ineligible to receive items subject to US Export control laws and regulations, or other economic sanctions of any sovereign nation. You may not access or use the Services from within any country that is subject to United States export restrictions (currently including, but not necessarily limited to, Iran, Syria, North Korea, Libya, and Sudan).



2. Additionally, you agree you will not:

- Reproduce, modify, copy, sell, trade, lease, rent or resell the Services.
- Decompile, disassemble, or reverse engineer the Services.
- Make the Services available on any file-sharing or application hosting service.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- You shall not, and shall not permit others to engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to harm or damage the reputation of Pagotronic or could subject Pagotronic to liability to third parties.
- Send or receive what we reasonably believe to be potentially fraudulent funds,
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.
- 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.

#### **IV. NETWORK ACCESS AND DEVICES**

1. You are responsible for obtaining and maintaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto. Pagotronic does not guarantee that the Services, or any portion thereof, will function on any particular hardware or device. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

#### **V. FEES AND PAYMENTS**

1. Fees and Payment. Fees are calculated and billed in U.S. dollars. Payments made by you are final and non-refundable, unless otherwise determined by Pagotronic.

#### **VI. INTELLECTUAL PROPERTY RIGHTS**

1. The Applications and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Pagotronic, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws
2. These Terms permit you to use the Applications for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our applications, except as follows:
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  - You may store files that are automatically cached by your Web browser for display enhancement purposes.



- You may print [or download] one copy of a reasonable number of pages of the Applications for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
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  5. **Digital Millennium Copyright Act**. If any person or entity believes their copyright-protected work was posted on the Services without authorization, they may submit a copyright infringement notification. Such requests should only be submitted by the copyright owner or an agent authorized to act on the owner's behalf. Such requests should be sent to: [legal@pagotronic.com](mailto:legal@pagotronic.com)

## VII. TRADEMARKS

1. Pagotronic's name, the terms, Pagotronic' logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Pagotronic or its affiliates or licensors. You must not use such marks without the prior written permission of Pagotronic. All other names, logos, product and service names, designs, and slogans on the Applications are the trademarks of their respective owners.

## VIII. GENERAL TERMS AND CONDITIONS

1. **Subcontract and Processing**. We may subcontract portions of the Services to third parties. Nevertheless, we alone will be responsible to you for the Services, and our other obligations under this Agreement. Pagotronic may provide your Information to third parties providing services on Pagotronic's behalf, who may collect, use, transfer, store or otherwise process ("Process") it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative support services or for quality and risk management purposes.
2. **Other Services**. Pagotronic may perform services for other clients ("Other Services"), including services that could involve you as a counterparty. Your Information obtained through the Services covered by this agreement shall be kept confidential and not disclosed to any other party in



connection with such Other Services. Performance of such Other Services does not constitute a conflict of interest with you.

3. User Content. You understand that Pagotronic may send notices, e-mails, statements, announcements and other account-related information to you using the information on your Account, and you hereby consent to it doing so. The Applications may allow you to post, upload, or submit content (the “**User Content**”). As between you and Pagotronic, you own the User Content you post, but you hereby grant Pagotronic, to the maximum extent permissible under applicable law, a worldwide, perpetual, non-exclusive, sublicensable, royalty-free, irrevocable, transferable license to use, reproduce, distribute, modify, publish, and create derivative works of User Content for any commercial or non-commercial purpose, including without limitation in order to provide, operate, maintain, develop, promote, or improve the Applications, the Services, and Pagotronic's other offerings, to develop new ones, and as otherwise stated in these Terms and our Privacy Notice. You may also voluntarily or at Pagotronic’s request provide feedback, suggestions, ideas, or improvements to the Applications (collectively, “**Feedback**”). You grant Pagotronic, to the maximum extent permissible under applicable law, a worldwide, perpetual, non-exclusive, sublicensable, royalty-free, irrevocable, transferable license to use, reproduce, distribute, modify, publish, and create derivative works of Feedback for any commercial or non-commercial purpose. You understand and agree that we will have no obligation to pay or credit you for any Feedback. The licenses in this Section will survive the termination or expiration of the Terms or your use of the Applications for any reason. You are solely responsible for User Content you provide (including its accuracy, completeness and legality). Pagotronic does not endorse User Content, has no obligation to monitor any User Content, and assumes no responsibility whatsoever for these materials. You represent and warrant that none of your User Content or Feedback infringes, misappropriates, or otherwise violates the personal or legal rights of any third party. In all cases, Pagotronic reserves the right to remove or disable access to any User Content without liability to you for any or no reason, including without limitation to account for changes to the Applications or to prevent breaches of these Terms, harm to other users, or liability to third parties.
  
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YOU MAY NOT MAKE A CLAIM OR BRING PROCEEDINGS RELATING TO THE SERVICES OR OTHERWISE UNDER THIS AGREEMENT AGAINST ANY PAGOTRONIC MEMBER, SHAREHOLDER, DIRECTORS, OFFICER, OR EMPLOYEES (“PAGOTRONIC PERSONS”). YOU SHALL MAKE ANY CLAIM OR BRING PROCEEDINGS ONLY AGAINST US. THE PROVISIONS OF THIS PARAGRAPH 2 ARE INTENDED TO BENEFIT ALL PAGOTRONIC PERSONS, WHO SHALL BE ENTITLED TO ENFORCE THEM. SIMILARLY, YOU IRREVOCABLY WAIVE ANY CLAIM, LIABILITIES AND CAUSES OF ACTION OF ANY NATURE AND KIND RELATED TO THE SERVICES OR THE APPLICATIONS AGAINST ANY THIRD-PARTY SERVICE BY WHICH THE APPLICATIONS LINKS TO, OR WHICH MAY HAVE ENABLE YOU TO CONNECT TO THE APPLICATIONS. “THIRD-PARTY SERVICE” MEANS THIRD PARTY PRODUCTS, APPLICATIONS, SERVICES, SOFTWARE, NETWORKS, SYSTEMS, DIRECTORIES, WEBSITES, DATABASES AND INFORMATION.

Neither you nor we shall be liable for breach of this Agreement caused by circumstances beyond your or our reasonable control.

5. Indemnity. You agree to indemnify and hold Pagotronic harmless from any claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services (excluding any breach of these Terms by Pagotronic) or your breach of these Terms (collectively referred to as “**Claims**”). Pagotronic reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Pagotronic in the defense of any Claims.
6. Assignment. You may not assign any of your rights, obligations or claims arising out of or related to this Agreement or any Services.
7. Termination. This Agreement applies to the Services whenever performed (including before the date of this Agreement) and shall terminate upon the completion of the Services. We may terminate or suspend your access to all or part of the Applications for any or no reason, including without limitation, any violation of these Terms. The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. These Terms shall terminate upon your deletion of your Account. Deleting the Applications from your devices alone does not constitute termination of these Terms. Either party may terminate these Terms, upon written notice to the other. In addition, Pagotronic may terminate these Terms, or any particular Service, immediately upon written notice to you if Pagotronic reasonably determines that it can no longer provide the Services. Notwithstanding termination, these Terms will continue to survive with respect to Services performed prior to termination and with respect to Pagotronic's obligations to protect any of Your Information in its possession.
8. We provide the Applications for use only by persons located in the United States. If you access the Applications from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.
9. Disclaimer of Warranties. YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK AND THE SERVICES ARE PROVIDED “AS IS.” TO THE MAXIMUM EXTENT



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10. Open Source Components. The Applications contain certain open source software. A listing of all open source software components of the Applications along with the license terms and conditions for the Open Source Components ("**Open Source License Terms**") is available and will be provided to you upon request. The Open Source License Terms apply to and govern your use of the Open Source Components only. The Open Source License Terms do not apply to or govern your use of any other part of the Applications.
11. Governing Law: This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability, shall be governed by, and construed in accordance with, the laws of Florida applicable to agreements made, and fully to be performed, therein by residents thereof.
12. Entire Agreement and Severability. These Terms constitute the entire agreement between you and Pagotronic and replace all prior understandings, communications and agreements, oral or written, regarding their subject matter. Notwithstanding that you may have downloaded an "app" that





accesses or is a part of the Services from an “app store” or Google Play store operated, your use of such app and the Services is governed solely by these Terms. If any provision of these Terms (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

#### **IX. ELECTRONIC FUND TRANSFERS (EFTS) AND ACCOUNT BALANCES.**

Pagotronic LLC partners with financial services software company Sila Inc. (Sila) and banking services provider Evolve Bank & Trust (Evolve), member FDIC, to offer you electronic fund transfers (EFTs). By creating a Pagotronic LLC account and initiating bank deposits or withdrawals, you agree to Sila’s terms of service, <https://silamoney.com/terms-of-service/> , and Evolve’s demand deposit account agreement, <https://silamoney.com/evolve-bank-deposit-agreement/> , (together, the “Partner Terms”). You must comply with the Partner Terms when creating or using your Pagotronic LLC Account. The Partner Terms may be modified from time to time, and the governing versions are incorporated by reference into these Terms of Use and Service. Any term not defined in this section but defined in the Partner Terms assumes the meaning as defined in the Partner Terms. **IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE PARTNER TERMS BECAUSE THEY CONTAIN TERMS AND CONDITIONS CONCERNING YOUR {[COMPANY NAME]} ACCOUNT, INCLUDING BUT NOT LIMITED TO LIMITATIONS, REVERSALS, AND ARBITRATION PROVISIONS, AND YOUR RELEVANT RIGHTS AND LIABILITIES.**