



**SYNAPSEPAY**

**SYNAPSEPAY USER AGREEMENT AND TERMS OF SERVICE**

This User Agreement and Terms of Service is effective as of July 28, 2014.

Synapse Payments, LLC (“SynapsePay”) has developed payment software that is used by our Financial Institution Partner(s) to make it easy for Users to send and receive money online without all the fees of traditional systems. SynapsePay provides its registered Users with access to its software platform, and acts as an agent of a financial institution partner in SynapsePay’s provision of funds transfer services. All actions taken by SynapsePay in regards to the transfer of funds are done so on behalf of a financial institution partner(s).

We tried to draft this Agreement to be easily understood by you, me and that other guy standing over your shoulder. Unfortunately, given the complexities of the law, this can be hard at times. If you have any questions, concerns or just want to talk about how SynapsePay works, feel free to contact us.

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## **1. Terms and Conditions of Service**

This SynapsePay System User Agreement is a binding agreement between you, Synapse Payments, LLC and our Financial Institution Partners, which for purposes of this Agreement are Independent Bank and Triumph Bank. The Financial Institution Partner(s) provides funds transfer services upon instructions issued through the SynapsePay software platform. SynapsePay provides access to its software platform and all actions taken in regards to the transfer of funds are taken by the Financial Institution Partner's. SynapsePay operates a software platform that sends your payment instructions to our Financial Institution Partner. We may modify this Agreement from time to time for any reason, subject to your renewed agreement by click through or other indication of acceptance, such as, but not limited to, continued use of the service after receiving notice of changes in this Agreement. Please read the Agreement carefully, as it may have changed since your last visit. Unless the context otherwise requires, the capitalized terms used herein shall have the meaning assigned to them in the Definitions section below.

THIS IS AN IMPORTANT DOCUMENT, WHICH YOU MUST CONSIDER CAREFULLY WHEN CHOOSING WHETHER TO USE THE SYNAPSEPAY SYSTEM AND THE FINANCIAL INSTITUTION PARTNER'S SERVICES PROVIDED THROUGH THE SYNAPSEPAY SYSTEM. PLEASE READ THIS AGREEMENT CAREFULLY. BY REGISTERING FOR, ACCESSING AND USING THE SYNAPSEPAY SYSTEM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST IMMEDIATELY CEASE YOUR USE OF THE SYNAPSEPAY SYSTEM.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

## **2. Definitions**

The following capitalized terms shall have the indicated meanings:

"Agreement" or "TOS" means this User Agreement and Terms of Service, effective as of the date specified above.

"API's" means the application programming interface or other functionality provided by SynapsePay that lets Third Party Platforms create, edit and manage Users and their transactions on the System.

"Business Account" means a User Account established primarily for business purposes and not primarily for personal, family, or household purposes.

"Financial Institution" or "bank" means any federally or state chartered bank, thrift, or credit union.

"Financial Institution Partners" means the Financial Institutions with whom Synapse has entered into an agreement to act as an agent for purposes of providing access to the SynapsePay System. As of the date hereof, the financial institution partner is Triumph Bank and Independent Bank. This definition may be amended from time to time as other Financial Institutions contract to use the SynapsePay System.

"Financial Institution Partner's Systems" means the funds transfer services made available through your use of the SynapsePay System; Synapse offers its services solely as an agent of the Financial Institution Partner, using its SynapsePay System to provide money transfer instructions to the Financial Institution Partner.

"Holding Account(s)" is a pooled holding account(s) with one or multiple Financial Institution Partners that holds all the SynapsePay Users funds. THE HOLDING ACCOUNT IS NOT ELIGIBLE FOR INDIVIDUAL INSURANCE AND MAY NOT BE ELIGIBLE FOR SHARE INSURANCE BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC).

"FinCEN" means the United States Department of the Treasury's Financial Crimes Enforcement Network.

"Partners" means natural persons or entities that SynapsePay does business with in order to bring the SynapsePay System to the marketplace.

"Personal Account" means a User Account established primarily for personal, family, or household purposes.

"Privacy Policy" means the privacy and protections provided to you under SynapsePay's Privacy Policy found at: <https://synapsepay.com/privacy/>

"Receiver" means a natural person, corporation, or other entity that is receiving funds using the SynapsePay System's Checkout services (as described in this Agreement).

"Sender" means a natural person, corporation, or other entity that is sending funds using the SynapsePay System's Checkout services (as described in this Agreement).

"Synapse Payments, LLC," or "Synapse," or "SynapsePay" refers to Synapse Payments, LLC, a company incorporated in Tennessee that provides funds management software for SynapsePay Users and its successors, affiliates, or assigns.

"SynapsePay System" or "System" means software owned by Synapse; provided to SynapsePay Users by SynapsePay as an agent of the Financial Institution Partner to provide money transfer instructions to the Financial Institution Partner; or used by Synapse and the Financial Institution Partner in the provision of our services.

"SynapsePay User" or "User," means a natural person, corporation, or other entity that has established a User Account on the SynapsePay System. By agreeing to this Agreement, you are a User (and SynapsePay User) hereunder.

"Synapse Website" means Synapse's website at <https://synapsepay.com> and its subdomains, through which the SynapsePay System is made available for use by you.

"United States Financial Institutions" means Financial Institutions chartered in the United States of America.

"us" or "we" or "our" refers to Synapse Payments, LLC and the Financial Institution Partner(s).

"User Account" is the online user account with Synapse on the SynapsePay System associated with a SynapsePay User that shall include unless specified otherwise Personal Accounts and Business Account.

“Third Party Platform” or “Platform” means a User created third party website, application, platform or service that generated production keys to use SynapsePay’s API’s or dashboard to create, edit, manage, transact or otherwise act on behalf of a separate User.

"you," or "your" means the person who accepts this User Agreement and the entity, if any, that such person represents. You are a SynapsePay User under this Agreement.

### **3. General**

SynapsePay provides you with access to its software platform, which allows Users to provide instructions to the Financial Institution Partner to send and receive money.

You understand and agree to these important features of your relationship with us as a SynapsePay User: (1) Synapse provides funds management software for SynapsePay Users on a remote hosted (commonly known as "platform as a service") basis; (2) Synapse does not receive, hold, or transmit User funds; Synapse only maintains and manages information associated with User ownership of the funds; (3) the Financial Institution Partner is the entity that provides funds transfer services upon instructions issued through the SynapsePay System; and (4) Funds in the Holding Accounts are held in a pooled account. THESE FUNDS ARE NOT ELIGIBLE FOR INDIVIDUAL INSURANCE, AND MAY NOT BE ELIGIBLE FOR SHARE INSURANCE BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC), AND IN THE EVENT OF A FINANCIAL INSTITUTION PARTNER RECEIVERSHIP SYNAPSEPAY USERS MAY LOSE ALL OR A PORTION OF YOUR VALUE. WHILE NOT GUARANTEED OR INSURED AGAINST LOSS, FUNDS HELD IN THE HOLDING ACCOUNTS ARE INVESTED IN CASH AND/OR QUALITY, LIQUID ASSETS.

You may not transfer any rights or obligations that you may have under this Agreement or with respect to any service provided hereunder without our prior written consent. We may need to transfer our rights or obligation under this Agreement to better serve you as further detailed in Section 27(a) (Assignments).

### **4. Representation**

SynapsePay acts on your behalf by maintaining records related to your User Account and by sending information and instructions associated with your User Account to the Financial Institution Partner. You understand and agree that: (1) You are responsible for the accuracy and validity of all information provided to us; (2) your failure to provide accurate and valid information may result in actions taken against your User Account and access to the SynapsePay System by Synapse, actions taken by the Financial Institution Partner with respect to your User Account and the funds in the Holding Accounts, or other penalties or actions as detailed in this Agreement; and (3) we are not responsible for incorrect or invalid information provided by you through the SynapsePay System.

SynapsePay may allow Third Party Platforms to integrate with SynapsePay’s API’s. In the event your User Account is created on Third Party Platform or you otherwise provide the Platform with access to your User Account, you understand and authorize the Platform to transact and otherwise act on your behalf. You understand and agree that Third Party Platforms may utilize SynapsePay’s System as a facilitator of other goods and services and agent of your User Account. Use of a Third Party Platform will be governed by their terms and conditions. User’s wishing to create a Third Party Platform agree to this Agreement and the Third Party Platform Agreement. SynapsePay does not warrant, guarantee or otherwise control such Third Party

Platform services. For more information on using Third Party Platforms, please see Section 10(c) (For User Accounts on Third Party Platforms).

## **5. License of SynapsePay’s System, Trademarks and Ownership**

### **a) License**

SynapsePay grants you a limited, non-exclusive, revocable, non-transferable license without the right to sublicense, to electronically access and use the System solely to accept and receive payments and to manage the funds you so receive in a manner consistent with this Agreement and documentation provided to you. The System includes our website, any software, programs, documentation, tools, Internet-based services, components, images and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by SynapsePay. You will be entitled to download updates to the System, subject to any additional terms made known to you at that time, when SynapsePay makes these updates available. SynapsePay may terminate this license at any time in the event that you use the System in a manner inconsistent with this license.

### **b) Trademarks**

We may also periodically make available certain SynapsePay logos, trademarks or other identifiers for your use (“SynapsePay Marks”). SynapsePay may limit or revoke your ability to use SynapsePay Marks at any point. When made available to you, we give you permission to use the SynapsePay Marks on a non-exclusive, non-transferable basis for use on that portion of your website or application that directly relates to payment processing services that we provide you. You will not imply any relationship with SynapsePay other than the one that actually exists. If we provide style and usage guidelines, you will comply with the guidelines and update your use with a reasonable time of us notifying you of any guideline updates. You may not use the SynapsePay Marks or the words “SynapsePay”, “SynapsePay.com,” “Synapse” or “Synapse Payments”, any confusingly similar name or trademark, in the name of your product or service, or in your domain name, without our prior written approval.

### **c) Ownership**

The System is licensed and not sold. We reserve all rights not expressly granted to you in this Agreement. The System is protected by copyright, trade secret and other intellectual property laws. We own all interest, title and other worldwide IP Rights (as defined below) in the System and all copies of the System

For the purposes of this Agreement, “IP Rights” means all patent rights; copyright, including rights in derivative works; moral rights; rights of publicity; trademark, trade dress and service mark rights; goodwill; trade secret rights; and other intellectual property rights as may now exist or hereafter come into existence and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

You may choose to or we may invite you to submit comments or ideas about the System, including without limitation about how to improve the System or our products (“Ideas”). By submitting any Idea, you agree (i) that your disclosure is gratuitous, unsolicited and without restriction and will not place SynapsePay under any fiduciary or other obligation; and (ii) we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, SynapsePay does not waive any rights to use similar or related ideas previously known to SynapsePay, or developed by its employees, or obtained from sources other than you.

## **6. User Identity and Conduct**

### **a) User Identity**

You understand and agree:

- i. You will provide information requested to determine your identity, including but not limited to the following: email, phone number, address, date of birth, Financial Institution account information, photo identification and/or tax identification or social security number.
- ii. You authorize us, directly or through third parties, to make inquiries that we consider necessary to validate your identity, such as requesting additional information to validate your Financial Institution account ownership, identity and transaction authorization. This information is requested to protect SynapsePay, our Financial Institution Partners, Third Party Platforms and other Users.

### **b) User Conduct**

You understand and agree that you will not engage in the following activities:

- i. Use of the SynapsePay System, without Synapse’s prior written consent, to operate or engage in any business regulated by FinCEN, including the money service business, e-money business, and payday lending, sales of money orders or traveler’s checks, escrow services and virtual / crypto-currency marketplaces and exchanges;
- ii. Use the SynapsePay System in association with or for payment of illegal or fraudulent goods or services, including, but not limited to, illegal substances, counterfeit goods, stolen goods, illegal or controlled substances, and substances that pose a risk to consumer safety (including synthetics, “potpourri not for human consumption”, and other similar items), illegal online gambling / wagering, pyramid schemes, counterfeit goods, unlicensed sale of firearms and certain weapons or any type of money laundering;
- iii. Provide false or inaccurate information to SynapsePay, including attempt to falsify your identity, such as by providing false account information or false documents;
- iv. Defraud us or other SynapsePay Users in any way;
- v. Engage in transactions involving debt collection services;
- vi. Engage in transactions involving escort services;
- vii. Provide white label ATM services;

- viii. Attempt to receive or actually receive duplicate compensation for a disputed payment from the recipient (such as a seller), SynapsePay and/or your bank or other financial institution;
- ix. Engage in activity that indicates, in SynapsePay and the Financial Institution Partner's discretion, that there may be a high level of risk associated with you, your SynapsePay account, or any of your SynapsePay account activity; or
- x. Otherwise breach the terms of this Agreement or the policies herein.

## 7. Fees

### a) Monthly Plan & Transaction Fees

#### i. Monthly Plan

You may upgrade your User Account to obtain additional services and reduced transaction fees by selecting a monthly plan ("Monthly Plan"). You authorize us to debit the fee for the Monthly Plan found at [synapsepay.com/pricing](http://synapsepay.com/pricing) (the "Monthly Fee") from your User Account, Reserve Account or linked bank account(s) for such Monthly Fees and take other actions as further detailed herein. You may terminate your Monthly Plan upon emailing [help@synapsepay.com](mailto:help@synapsepay.com).

#### ii. Transaction Fees

The following transaction fees will be subtracted from the transaction total for the following:

##### A. V3 API calls ("V3 Transaction Fees"):

The transaction fees for V3 of the API's calls ("V3 Transactions Fees") are set by the 'from' or 'to' node 'type' in the monthly package selected by you and found at [synapsepay.com/pricing](http://synapsepay.com/pricing).

##### B. V2 API calls ("V2 Transaction Fees" and collectively with the V3 Transaction Fees, the "Transaction Fees"):

- i. V2/Order/Add: \$0.10 fee per transaction for all transactions under \$10 and \$0.25 fee for all transactions \$10 and over;
- ii. V2/MassPay/Add: \$0.10 fee per transaction for all transactions under \$10 and \$0.25 fee for all transactions \$10 and over;
- iii. V2/WireIn/Add: \$3 per transaction; or
- iv. V2/WireOut/Add: \$10 per transaction.

### b) Facilitator Fee

A Receiver (e.g. seller or provider of services) or a Third Party Platform (collectively a "Facilitator") may charge you additional service fees ("Facilitator Fee") based on their terms and conditions. We recommend that you review the Facilitator's terms before completing your payment.

### c) Reversals & Fees

We work to protect you from unwarranted returns / reversals / chargebacks (e.g. non-sufficient funds, unauthorized transactions, etc.) (collectively "reversals"). You understand that:

- i. In cases where you are found liable for reversal, you will be charged the full amount of the reversal ("Reversed Payment") plus an additional \$15 reversal fee ("Reversal Fee")



and collectively the “Reversal Liability”). Generally, the Sender of funds will be liable for the Reversal Liability for returns, unless the reversal is a due to chargeback / lack of authorization by the account owner in which the Receiver will generally be liable for the Reversal Liability.

- ii. SynapsePay has sole discretion to determine who is at fault and liable for the Reversed Payment and Reversal Fee.
- iii. The Reversal Liability is debited by the Financial Institution Partner in the Holding Accounts and will be reflected in the your User Account or Reserve Account.
- iv. If you do not have a balance in the your User Account or Reserve Account that is sufficient to cover your Reversal Liability, the remaining balance in your User Account and Reserve Account will be used to cover the Reversal Liability, and you authorize us, to take any of the following actions (in any particular order):
  - a. Collect the unpaid portion of the Reversal Liability from funds sent to your User Account;
  - b. Debit your attached bank account in the amount of the unpaid portion of the Reversal Liability;
  - c. Suspend your User Account and require you to take immediate actions to repay the unpaid portion of the Reversal Liability;
  - d. Engage in collection efforts to recover the unpaid portion of the Reversal Liability and/or
  - e. Take legal action or any other action under this Agreement.

## **8. Transaction Limits**

You are limited on the amount of money that can be sent from your User Account per transaction. The per transaction limit varies based on your account type. Personal Accounts are limited to sending \$5,000.00 per transaction. Business Accounts are limited to sending \$10,000.00 per transaction. We reserve the right to decrease your sending limit at any time, for any reason. Users may apply for an increased sending limit by emailing us at [help@synapsepay.com](mailto:help@synapsepay.com).

Transaction limits for Monthly Plans are set on a case-by-case basis.

Prior to utilizing SynapsePay’s System or if a significant change in transaction volume is anticipated, you should contact SynapsePay to discuss appropriate transaction limits, if any.

Transaction limit approvals are in SynapsePay’s sole discretion and may be reassessed and/or revoked at any time without prior notice.

## **9. Product-Specific Terms and Conditions**

### **a) Next Day Transfers.**

If you upgrade to a Monthly Plan for your User Account, you may be eligible for SynapsePay’s Next Day Transfer service, which allows you to transfer funds from your linked bank account to your SynapsePay Balance in 1 to 2 business days. SynapsePay may deny any application in its sole discretion, may reassess your eligibility at any time if your application is successful, and may modify eligibility for the service at any time.

## **b) Referral Program.**

SynapsePay may from time to time offer a referral program to earn credits for your User Account by referring new customers to SynapsePay (the "Referral Program"). By utilizing the referrals program you agree and acknowledge that: (i) referral credits are not transferable and may not be auctioned, traded, bartered, sold, or redeemed for any value; (ii) referral credits can only be used to pay for goods and services on SynapsePay's System; (iii) upon termination of the Referral Program or any portion thereof for any reason, or upon cancellation or suspension of your User Account for any reason, any unused credits will be automatically forfeited; and (iv) referral credits can expire or be terminated at any time at SynapsePay's sole discretion.

## **10. Rights and Requirements to Use the SynapsePay System**

### **a) For the Sender:**

#### **i. Personal Information**

You must give us the requested information that is current, true, accurate and complete. You are not permitted to use this System on behalf of another party or use an unauthorized name. If we determine that any of the information you provide is outdated, false, inaccurate, or incomplete, either of us may terminate your use of the System immediately and for all future use. This action on our part does not limit other remedies either of us may pursue to recover costs, losses, or other expenses either of us incurs as a result of the information or lack of information you provide.

Upon providing Synapse with your information, you are authorizing it, directly or through third parties, to make any inquiries we consider necessary to confirm your information and to provide such information to the Financial Institution Partner. This may include the use of fraud-screening services to verify the information you provide as well as ordering a credit report and performing other forms of credit checks including verification against third party databases.

#### **ii. Bank Account Information**

You must provide us with your (i) routing and account number and/or (ii) your login credentials and security questions associated with your bank account from which funds are to be withdrawn. If we find that your account is closed, has insufficient funds or is deemed risky by us, your transaction will not be processed. Please be advised that we reserve the right to reject any accounts and/or one or more transactions from any accounts at certain banks for the use of our SynapsePay System. In addition, we may require additional information and confirmation at our sole discretion or at the discretion of your Receiver and us. In general, consumer and business checking and savings accounts are permitted.

#### **iii. Right to Refuse Payment**

When you send a payment/transfer to a Receiver upon their direction through the SynapsePay System, that Receiver is not required to accept the payment. The Receiver is free to return payments/transfers or, in some cases, to use the SynapsePay System to reject or deny payments that you have sent. You understand that we are not liable for any damages resulting from a Receiver's decision not to accept a payment made through our System. Any disputes you may have related to a refusal by a Receiver should be handled directly between you and the Receiver. Any payments through the System that are denied or unclaimed by a Receiver will be returned to the Sender either on the date of such denial or within 30 days from the date the payment was originally sent, whichever is earlier.

**b) For the Receiver**

**i. Authorize SynapsePay as an Agent**

You agree and authorize us to act as an agent on your behalf to transfer to electronically debit the Senders bank account and credit the funds to your User Account.

**ii. Authorizations for Reversal**

You understand that we do not warrant the transactions and that these transactions are subject to reversal processes as detailed in the Section 7 (Fees). You agree and warrant that any reversals received by us can and will be debited from your User Account and if such funds do not exist a debit for the Reversal Liability will be placed against your linked the bank account(s) as further detailed in Section 7 (Fees).

**c) For User Accounts on Third Party Platforms**

Third parties platforms using our API's for their website, application or platform ("Third Party Platforms") may create and manage all or certain aspects of your User Account, as a Sender and/or Receiver. In the event your User Account is created on Third Party Platform or you otherwise provide Third Party Platform with access to your User Account, you understand and authorize the Third Party Platform, as your agent, to view, edit and create transactions on your behalf to debit or credit your User Account and attached bank account(s). SynapsePay is not acting as a Third Party Platform for the purposes of this Agreement. While you may agree to share some liability with the Third Party Platform, you are jointly and severally financially liable to SynapsePay for fees and amounts due under this Agreement, including, but not limited to Reversed Payments and Reversal Fees and other fees noted in Section 7 (Fees) of this Agreement.

When you sell your goods or services, or receive bona fide charitable donations through a Third Party Platform that uses our System, the Third Party Platform may agree to perform obligations on your behalf, such as web development or hosting services, customer service, processing of transactions, handling consumer complaints, or other activity on the System. The specific things that a Third Party Platform is agreeing to do for you, if any, and the Third Party Platform's pricing are determined by your agreement with the Third Party Platform. Pursuant to such pre-existing agreement, you designate the Third Party Platform as your agent for you as a Sender or Receiver to debit or credit your User Account and attached bank account(s) and otherwise to act as you under this Agreement. You understand and agree that Third Party Platform and SynapsePay may share your data to provide the System and the Third Party Platform services to you.

SynapsePay gives no warranties and makes no claims about the Third Party Platform. SynapsePay is not responsible for the acts or omissions of any Third Party Platform in providing services to you or your customers, nor is SynapsePay responsible for your obligations to the Third Party Platform or your customers (including but not limited to properly describing the nature of or delivering the goods or services being sold to your customers). You are solely responsible for, and SynapsePay expressly disclaims all liability for, your complying applicable laws and obligations related to your provision the goods or services to your customers, or receipt of bona fide charitable donations. This may include providing customer service, notification and handling refunds or consumer complaints, provision of receipts, registering your legal entity, or other actions not related to the SynapsePay System. You agree to indemnify SynapsePay for any

losses we incur based on your failure to properly describe or deliver goods or services, or comply with your legal or contractual obligations to your customers.

Users wanting to build a Third Party Platform to create, view, edit or otherwise manage User Accounts agree to this and to Third Party Platform Agreement which is incorporated herein by reference.

**d) For SynapsePay and the Financial Institution Partner:**

On behalf of the Receiver, we shall make reasonable efforts to ensure that requests for SynapsePay System transactions and the related electronic debits and credits involving bank accounts are processed in a timely manner. Many factors outside the control of the Receiver and us may contribute to when your Receiver will actually consider the funds to have been received. For this reason, we recommend that you schedule all SynapsePay System transactions so that the estimated settlement date is at least twenty-four hours (24 hours) before the actual due date that You would like the transaction to clear. Although the estimated settlement date is shown to you, we do not make any warranties regarding the amount of time needed to complete processing with your Receiver. SynapsePay, the Financial Institution Partner and your Receiver shall not be liable for any actual or consequential damages arising from any claim of delay of SynapsePay transactions due to any number of reasons, including but not limited to the following:

- Insufficient funds in your designated bank account or available credit on User account to complete the electronic payment request;
- Failure to provide correct or complete personal or Receiver information; or
- Other circumstances beyond our control (such as but not limited to fire, flood, earthquakes, war, riots, acts of terrorism, delays in the banking system or interference from a third party source).

In addition, we and/or Receiver, at our sole discretion reserve the right to restrict electronic payment requests from a Sender's designated bank account for any one of the reasons listed below:

- Unauthorized or unusual use of your designated bank account or User Account;
- Transfer or receipt of fraudulent or suspected fraudulent funds or User Account;
- Detection of excessive disputes or reversals, or "kiting" type attempts;
- Failure to cooperate in an investigation, dispute, or provide additional requested information when requested;
- Any noncompliance with the terms and conditions of this Agreement;
- Failure to confirm any personal or bank account information previously provided by Sender associated with the use of our System; or
- Insufficient funds, available credit, returns, or reversals of any kind related to your bank account or User Account.

We will use reasonable efforts to research and resolve such matters as specified above to reach a conclusion as quickly as possible for all parties involved as further discussed below.

## **11. Disputes**

SynapsePay is not responsible for goods or services purchased or funds sent or deposited using the System between Sender, Receiver or Third Party Platforms. The seller of goods / services, the Receiver or the Third Party Platform is responsible for providing the goods and services purchased and related customer services issues. You are responsible for resolving any disputes you may have with the seller, Sender, Receiver or Third Party Platform. If you have exhausted options to resolve the dispute, you may file a claim with SynapsePay by contacting us at [help@synapsepay.com](mailto:help@synapsepay.com).

If you file a dispute with SynapsePay, you understand and agree you are asking SynapsePay to resolve your dispute in our sole discretion that may or may not be satisfactory to you. You will be required to reimburse SynapsePay for your liability. Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back). You will not receive a refund of any fees paid to us. SynapsePay does not guarantee we will be able to resolve the dispute including returning or collecting funds on your behalf. You release SynapsePay, our officers, directors, agents, employees, suppliers and the Financial Institution Partner(s) from all claims, demands and damages of any kind arising out of your dispute with a Sender, Receiver, Third Party Platform and SynapsePay's review of your Dispute.

In the event there is a dispute covering a specific transaction, we may restrict the electronic funds or credit related to that particular transaction. We may also restrict all transactions for a designated period of time or until further notice to Sender to protect ourselves and/or the Receiver against the risk or returns or reversals. If needed, we may cancel your transaction by notifying you and sending you a check or credit for any funds owed to you at the address you provided in the SynapsePay System. At a later point, if it is determined that you are entitled to the amount in dispute, SynapsePay will use its best efforts to coordinate such payment; however, receipt of funds is not guaranteed.

## **12. Actions Against Your User Account due to Non-Compliance with User Conduct Requirements, Risk Management or Security Concerns**

YOU UNDERSTAND AND AGREE THAT YOU MAY NOT BE ABLE TO ACCESS FUNDS HELD IN THE HOLDING ACCOUNTS IF YOUR USER ACCOUNT IS CLOSED, SUSPENDED, HAS A HOLD PLACED ON IT, OR IS OTHERWISE LIMITED, AS DETAILED IN THIS SECTION.

You understand and agree that we are not responsible for any losses or liability resulting from actions taken against your User Account as detailed in this section.

You understand and agree that the decision by us to take certain actions, including placing holds on or limiting access to your User Account as detailed below, may be based on confidential criteria that are essential to risk management or security concerns. You understand and agree that we are not under any obligation to disclose the details of our risk management or security procedures to you.

You understand and agree that SynapsePay is authorized to take the following actions due to your misconduct, security concerns or otherwise breach of this Agreement:

- i. Place a hold on your access to your funds and your User Account for up to 90 days;

- ii. Temporarily or permanently suspend or otherwise limit your Access to your User Account;
- iii. Contact Users who have purchased goods or services from you, contact your bank, and/or warn other Users, law enforcement, or impacted third parties of your actions;
- iv. Take action against use as detailed in the Agreement to recover funds for fees owed or other amounts due to SynapsePay or its Users;
- v. Close your User Account;
- vi. Refuse or deny your ability for current or future direct or indirect use (via a Third Party Platform) of SynapsePay System; or
- vii. Take legal action against you.

If we take an action against your User Account, including: placing a hold on, suspending or otherwise limiting your access to, or terminating your User Account, we will provide you with notice that such action has been taken against your User Account. We may also provide the opportunity to request restoration of access if it is deemed appropriate by us.

User misconduct or security concerns that may result in any of the above listed actions, as applicable, include:

- i. Your Non-compliance with the requirements detailed in this Agreement, including, but not limited to attempting to use the SynapsePay System for illegal purposes or attempting to falsify your identity or provide false information;
- ii. Inability of SynapsePay to acquire sufficient information to verify your identity;
- iii. A determination by SynapsePay, pursuant to general parameters of conduct established by the Financial Institution Partner, that a hold on your User Account is reasonably needed to protect against the risk of liability;
- iv. A determination by SynapsePay, pursuant to general parameters of conduct established by the Financial Institution Partner, that there may be a high level of risk associated with you, other SynapsePay Users involved in the payments you receive, your User Account, or any or all of your transactions.

### **13. Debt**

You agree in the event you have unpaid debts or bills with Users within the SynapsePay System, other Users may use documentation from the SynapsePay System in legal or other actions in support of collection of that debt. This includes, but is not limited to, unpaid invoices, rent and payroll collections or unfulfilled contractual agreements. You agree we will not be held liable for any losses or debts incurred during your experience with other SynapsePay Users.

### **14. Reserves**

In certain circumstances, we may determine that a reserve account (“Reserve Account”) is necessary to provide the System to you. Where needed, SynapsePay may, in its sole discretion, set the terms of your Reserve Account and notify you of such terms, which may require that a certain amount (including the full amount) of the funds received for your transaction is held for a period of time or that additional amounts are held in a Reserve Account. SynapsePay, in its sole

discretion, may elect to change the terms of the Reserve Account at any time for any reason based on your payment processing history or as requested by our payment processors.

SynapsePay may fund the Reserve Account by means of: (i) any funds payouts made or due to you transactions submitted to the System or through the API's, or, or (ii) amounts available in your User Account or by means of ACH debit to the associated bank account, or (iv) other sources of funds associated with your SynapsePay Account; or (iv) requesting that you provide funds to SynapsePay for deposit to the Reserve Account.

#### **15. Security Interest, Overpayment, Recoupment and Other Losses**

This Agreement shall constitute a security agreement under the UCC. You grant us a lien and security interest in your User Account, Reserve Account, all System transactions (including future System transactions), any rights to receive credits or payments under this Agreement, and all deposits and other property of yours possessed or maintained by us on your behalf. You will execute, deliver, and pay the fees for any documents we request to create, perfect, maintain and enforce this security interest (collectively, "Secured Assets"). SynapsePay may exercise this security interest without notice or demand of any kind by making an immediate withdrawal or freezing the Secured Assets.

Pursuant to Article 9 of the Uniform Commercial Code, as amended from time to time, Financial Institution Partners and SynapsePay have control over and may direct the disposition of the Secured Assets, without your further consent. You represent and warrant that no other person or entity has a security interest in the Secured Assets. With respect to such security interests and liens, Financial Institution Partners and SynapsePay will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. You will obtain from Financial Institution Partners and SynapsePay written consent prior to granting a security interest of any kind in the Secured Assets to a third party. You agree that this is a contract of recoupment and Financial Institution Partners and SynapsePay are not required to file a motion for relief from a bankruptcy action automatic stay to realize on any of the Secured Assets. Nevertheless, you agree not to contest or object to any motion for relief from the automatic stay filed by SynapsePay or Financial Institution Partners. You agree to execute and deliver to SynapsePay such instruments and documents SynapsePay may reasonably request to perfect and confirm the lien, security interest and right of setoff set forth in this Agreement.

Partner Banks and SynapsePay shall have the right of recoupment and set-off. This means that they may offset any outstanding/uncollected amounts owed to them from you including: (i) any amounts they would otherwise be obligated to deposit into the User Account, and (ii) any other amounts SynapsePay or Partner Banks may owe you under this Agreement or any other agreement. You acknowledge that in the event of a bankruptcy proceeding and absent termination of this Agreement by SynapsePay, in order for you to provide adequate protection under Bankruptcy Code § 362 to SynapsePay, you must create or maintain the Reserve Account as required by SynapsePay or Partner Banks, and SynapsePay or Partner Banks will have the right to offset against the Reserve Account for any and all obligations which you may owe to SynapsePay and/or Partner Banks, without regard to whether the obligations relate to the transaction initiated or created before or after the filing of the bankruptcy petition.

## **16. Login / Password / PIN**

You agree that you will not share your login information, password, or PIN with anyone else. You understand and agree to take all necessary steps to protect your User Account information as detailed in this Agreement. We will never ask for your password or PIN number. You are solely responsible for all acts and omissions made using your login information, password or PIN. You agree that we carry no liability for losses or problems that may arise due to your sharing this private information with other people, businesses, or entities.

You agree we may communicate usage information to your Financial Institution or any service providers to that Financial Institution.

## **17. Multiple User Accounts and Dual Log In Sessions**

You understand and agree that you may not maintain multiple User Accounts or use multiple User Accounts simultaneously. You understand and agree that we may provide your usage information and personal information to state or federal law enforcement in accordance with applicable law. Any misuse or misrepresentation of the SynapsePay System (including, but not limited to, attempting to use multiple User Accounts) may result in suspension of your User Account or other actions.

User Accounts are also not eligible for dual log in sessions, meaning that a User of a personal account may not simultaneously be logged in to his or her User Account on more than one page or from more than one location. In the event a second log in session is initiated, you agree Synapse may disconnect both log in sessions and require any User to revalidate the User Account.

## **18. Error Resolution**

In case of errors or questions about your transactions, call us at (931) 279-6729 or e-mail us at [help@synapsepay.com](mailto:help@synapsepay.com) or visit <https://synapsepay.com> to chat with us.

You should contact us as soon as you can if you think your account statement is wrong or if you need more information about a transfer listed on the account statement. We must hear from you no later than 60 days after the account statement in which the problem or error appeared was first available for you to access on the SynapsePay System or the account statement shall be deemed correct and final.

- i. Tell us your name and account number (if any).
- ii. 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.
- iii. Tell us the location, date and dollar amount of the suspected error.

We may request that your oral complaints or request must to be made in writing within 10 business days in order to ensure such request may be timely addressed.

SynapsePay will attempt to determine whether an error occurred within 10 business days after we received the written complaint/request 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 may credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete its



investigation. If we have not received your complaint or question in writing we may not credit your account within such time.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question and may take up to 20 business days to credit your account for the amount, if any, that was debited in error.

Upon completing our investigation, SynapsePay will tell you the results within 3 business days. If we decide that there was no error, we will provide you a written explanation and we will attempt to accommodate any request for documents we obtained to reach our conclusion.

#### **19. ACH ("Automated Clearing House") Clearing Times**

If you choose to deposit or withdraw money into/from your SynapsePay User Account, or initiate a bank funded transfer, you understand that normal ACH clearing times apply. Depending on your bank, it can take 3-4 business days (excluding weekends and bank holidays) for the money to appear in your SynapsePay User Account or bank account. There is not a set time to withdraw or deposit funds to make it into your SynapsePay account or bank account by a certain time. By selecting a Monthly Plan, you may be eligible for expedited settlement of funds as further detailed in Section 9(a) (Next Day Transfers).

#### **20. Logging**

For security, legal and performance purposes, you acknowledge and agree to allow SynapsePay to maintain records about you and your transactions within the SynapsePay System. This includes, but is not limited to, your banking information, operating system, web browser, type of device, device identifier, IP address, your location, the URL that you came from and the next URL that you visit, usage statistics, transaction frequency and other information necessary to confirm your identity, prevent money laundering or mitigate the risk of fraud as detailed further in our Privacy Policy. This information can be vital for not only security, but also insuring our products are fulfilling their intended purposes. Your privacy is very important to us. Use of this information by SynapsePay and the protections afforded to you are further detailed under our Privacy Policy.

#### **21. Data Retention**

We will store user information regarding User utilization and registration for a minimum of 5 years in a highly secure datacenter. This information is stored for the purpose of preventing fraud and reporting at the Financial Institution level and is not sold or otherwise utilized for profit. It is not accessible to other SynapsePay Users, Synapse merchants, or the Financial Institution Partner's customers or members. However, collected User information may be shared with the Financial Institution Partner subject to their privacy policy.

#### **22. System Maintenance and Updates**

We may, from time to time, perform maintenance on our systems and/or update our systems. Such maintenance and updates may result in temporary unavailability of the SynapsePay System and temporary inability to access your funds held with the Financial Institution Partner. You agree to relieve us from any liability or losses that may be associated with such maintenance or updates.

### **23. Warranty**

SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. USE OF THE SYNAPSEPAY SERVICES IS AT YOUR OWN RISK. SYNAPSEPAY, THE FINANCIAL INSTITUTION PARTNER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER SYNAPSEPAY NOR THE FINANCIAL INSTITUTION PARTNER HAS CONTROL OF, OR LIABILITY FOR, ANY PRODUCTS OR SERVICES THAT ARE PAID FOR USING THE SYNAPSEPAY SERVICES AND CANNOT ENSURE THAT ANY THIRD PARTY YOU TRANSACT WITH WILL COMPLETE THE TRANSACTION. NEITHER SYNAPSEPAY NOR THE FINANCIAL INSTITUTION PARTNER REPRESENTS OR WARRANTS THAT THE SYNAPSEPAY SERVICES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SYNAPSEPAY OR THROUGH THE SYNAPSEPAY SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. NEITHER SYNAPSEPAY NOR THE FINANCIAL INSTITUTION PARTNER SHALL BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS OR SYSTEM FAILURES THAT MAY AFFECT THE PROCESSING, COMPLETION OR SETTLEMENT OF SYNAPSEPAY SERVICES TRANSACTIONS. THIS DISCLAIMER OF WARRANTY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. WE DO NOT INSURE FUNDS. FUNDS ASSOCIATED WITH USER ACCOUNTS USING SYNAPSE'S SYSTEM ARE HELD IN A POOLED ACCOUNT MAINTAINED BY OUR FINANCIAL INSTITUTION PARTNER. THESE FUNDS ARE NOT ELIGIBLE FOR INDIVIDUAL INSURANCE, MAY NOT BE ELIGIBLE FOR SHARE INSURANCE BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC), AND IN THE EVENT OF A FINANCIAL INSTITUTION PARTNER RECEIVERSHIP SYNAPSEPAY USERS MAY LOSE VALUE. WHILE NOT GUARANTEED OR INSURED AGAINST LOSS, FUNDS HELD IN THE HOLDING ACCOUNTS ARE INVESTED IN CASH AND/OR LIQUID ASSETS. NO OTHER WARRANTIES ARE EXPRESS OR IMPLIED.

### **24. No Endorsement or Guarantee**

YOU UNDERSTAND AND AGREE THAT SYNAPSEPAY IS A SOFTWARE PLATFORM THAT MANAGES INFORMATION ASSOCIATED WITH USER FUNDS HELD IN THE HOLDING ACCOUNTS, AND SYNAPSEPAY AND FINANCIAL INSTITUTION PARTNER DO NOT PROVIDE ANY ENDORSEMENTS OR GUARANTEES FOR ANY INDIVIDUAL, COMPANY, OR OTHER ENTITY USING THE SYNAPSEPAY SYSTEM, AND DO NOT ASSUME ANY LIABILITY FOR PRODUCTS OR SERVICES PURCHASED USING SYNAPSEPAY SOFTWARE. SYNAPSEPAY AND FINANCIAL INSTITUTION PARTNER ARE NOT JOINTLY LIABLE FOR ANY MATTERS HEREUNDER.

### **25. Force Majeure**

You understand and agree we will not be held responsible for losses or damages resulting from suspension of service due to extraordinary events or circumstances beyond our control (a "force

majeure event"). In the event of a force majeure event, we may suspend service and access to the SynapsePay System and the Financial Institution Partner may suspend service and access to the Holding Accounts.

## **26. Consent to Electronic Transactions and Disclosures**

It is necessary for you to consent to transact business with us online and electronically. As part of doing business with us, therefore, you also consent to our giving you certain disclosures electronically, either via the SynapsePay Website or to the email address you provide to SynapsePay. By agreeing to this Agreement, you agree to receive electronically all documents, communications, notices, contracts and agreements arising from or relating to your User Account ("Disclosures"). The decision to do business with us electronically is yours. This document informs you of your rights concerning Disclosures.

### **a) Electronic Communications**

Any Disclosures will be provided to you electronically through SynapsePay.com either on the Synapse Website or via electronic mail to the verified email address you provided.

You agree to keep us informed of any change in your email address so that you can continue to receive all Disclosures in a timely fashion. If your registered email addresses changes, you must notify us of the change by sending an email to [hello@synapsepay.com](mailto:hello@synapsepay.com) or calling (931) 279-6729. You also agree to update your telephone number in the System if they change.

### **b) Scope of Consent**

Your consent to receive Disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such Disclosures relate, whether between you and SynapsePay or between you and the Financial Institution Partner.

### **c) Consenting to Do Business Electronically**

Before you decide to do business electronically with Synapse or the Financial Institution Partner, you should consider whether you have the required hardware and software capabilities described below.

### **d) Hardware and Software Requirements**

In order to access and retain Disclosures electronically, you must satisfy the following computer hardware and software requirements: access to the Internet; an email account and related software capable of receiving email through the Internet; a web browser which is SSL-compliant and supports secure sessions; and hardware capable of running this software.

### **e) Withdrawing Consent**

You may withdraw your consent to receive Disclosures electronically by contacting us at the address below. However, once you have withdrawn your consent, you may not continue to use the SynapsePay System, and may be required to close your User Account.

### **f) How to Contact Us regarding Electronic Disclosures**

You can contact us via email at [hello@synapsepay.com](mailto:hello@synapsepay.com).

You should print a copy of this Agreement for your records and you agree and acknowledge that you can access, receive and retain all Disclosures electronically sent via email or posted on Synapse's website or in the SynapsePay System.

## **27. Assignment and Waivers**

### **a) Assignment**

You may not transfer or assign any rights or obligations you have under these Terms. SynapsePay and the Financial Institution Partner reserve the right to transfer or assign any rights or obligations under these Terms at any time without your consent.

### **b) Waivers**

No provision of this Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought. The failure of a party to enforce at any time any of the provisions of the Agreement, or the failure to require at any time performance by one of both of the parties of any of the provisions of the Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every such provision thereafter.

## **28. Applicable Law and Arbitration**

### **a) Applicable Law**

You agree that the laws of the State of Tennessee, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Synapse and/or the Financial Institution Partner.

### **b) Arbitration**

You and we ("The Parties") agree that upon the election of either of you or us, any past, present, or future dispute relating in any way to your User Account, or any other past, present, or future relationship or transaction between you and us, will be resolved by binding arbitration as discussed below, and not through litigation in any court. (Such disputes are called "Claims" for purposes of this agreement.) This binding agreement to arbitrate applies regardless of whether the dispute is between you and us jointly or separately. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). The arbitration shall be conducted in the English language by a single, mutually acceptable neutral arbitrator acting in accordance with the then-applicable United States Arbitration and Mediation Rules of Arbitration. In the event a single, mutually acceptable arbitrator cannot be selected, then each party shall select a single neutral arbitrator ("Arbitrator #1" and "Arbitrator #2"). Arbitrator #1 and Arbitrator #2 shall then select a third neutral arbitrator to serve as chair of a three-person arbitration panel with Arbitrator #1 and Arbitrator #2. Unless you and we agree otherwise, or unless the arbitration administrator's rules or law require otherwise, the arbitration shall be held in Memphis, TN.

The arbitrator(s) will decide the Claim in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all privileges recognized by law. The arbitrator(s) will have the authority to award to a Party any damages or relief provided for under applicable law. The arbitrator's decision shall be final and legally binding, and may be enforced by any court having jurisdiction. The parties also agree that the Commercial Arbitration Rules of the American Arbitration Association (AAA) Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

No class actions or similar process, and no joinder or consolidation of any Claim with a Claim of any other person or entity, shall be allowable in arbitration, without the written consent of both you and us. The arbitrator(s) shall have no authority to entertain any Claim on behalf of a class, group, person, or entity who is not a named party to the arbitration, nor shall any arbitrator(s) have authority to make any award for the benefit of, or against, any class, group, person, or entity that is not a named party to the arbitration. In the event that there is a dispute about whether limiting arbitration to non-class proceedings, or to the named parties, is enforceable under applicable law, then that question shall be resolved by a court rather than by an arbitrator(s); and to the extent it is determined that resolution of a Claim must proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration. If you elect to proceed with respect any Claim by an individual action in a small claims court, or its equivalent, instead of arbitration, we will not object.

If the arbitrator(s) or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law. Apart from the foregoing, each Party will be responsible for any other fees or costs, such as attorney fees that the Party may incur. If you consider that you are unable to afford any fees or costs that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith.

Arbitration with respect to a claim is binding and neither you nor we will have the right to litigate that claim through a court. In arbitration you and we will not have the same rights that apply in court, such as the right to a trial by judge or jury and the right to participate or be represented in proceedings brought by others such as class actions or similar proceedings. In addition, the right to discovery and the right to appeal may also be limited or eliminated in arbitration. All of these judicial rights are waived with respect to claims that you or we elect to arbitrate.

## **29. Indemnification and Limitations on Liability**

### **a) Indemnification**

You agree to defend, indemnify and hold harmless SynapsePay, the Financial Institution Partner, their respective officers, directors, agents, employees, and suppliers from any third party claims, actions, proceedings, and suits and related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) arising from: (a) your violation of this Agreement and incorporated agreements or any other applicable SynapsePay or Financial Institution Partner terms or policies; (b) your use of the SynapsePay Services; or (c) your actual or alleged violation of any third party rights, or any applicable laws, regulations or rules.

### **b) Limitation on Liability**

IN NO EVENT SHALL SYNAPSEPAY, THE FINANCIAL INSTITUTION PARTNER, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF

PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES INCURRED IN CONNECTION WITH: (i) THESE TERMS, (ii) YOUR USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SYNAPSEPAY SERVICES, OR, (iii) ANY GOODS OR SERVICES PURCHASED, RECEIVED, OR PAID FOR USING THE SYNAPSEPAY SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER SYNAPSEPAY OR THE FINANCIAL INSTITUTION PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SYNAPSEPAY OR THE FINANCIAL INSTITUTION PARTNER'S LIABILITY AND THE LIABILITY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND SUPPLIERS EXCEED THE FEES SYNAPSEPAY RECEIVED FROM YOU DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. SYNAPSEPAY AND THE FINANCIAL INSTITUTION PARTNER SHALL NOT BE JOINTLY LIABLE FOR ANY MATTERS HEREUNDER. THIS LIMITATION OF LIABILITY SECTION SHALL APPLY TO FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

### **30. USA Patriot Act Notice**

Important information about procedures for opening a new account under the USA Patriot Act of 2001:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all Financial Institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we may ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see a form of identification with your photograph or other identifying documents.

### **31. Termination and Survival**

The Agreement is effective upon the date you agree to it (by electronically indicating acceptance) and continues so long as you use the System or until terminated by you, SynapsePay or our Financial Institutional Partner(s).

#### **a) Termination By you.**

You may stop using the SynapsePay's dashboard, API's and System at any time. You may also close your User Account at any time, as long as you have no pending transactions, reversals or open disputes, by contacting us at [help@synapsepay.com](mailto:help@synapsepay.com) or (931) 279-6729. You will be required to withdraw any balance before closing your User Account.

#### **b) By us.**

In addition to temporarily suspending your access to your User Account and your funds (Sender, Receivers and Third Party Platforms), we may close your Account or terminate your access to the System without liability, for any reason, upon notice to you. Reasons for termination may include, but are not limited to, your violation of these TOS, Third Party Platform Agreement or any other applicable SynapsePay or the Financial Institution Partner(s) terms or policies, User Account inactivity or SynapsePay's assessment that you pose an unacceptable risk to the our

network, based on our confidential risk and security criteria. SynapsePay also reserves the right to modify or terminate the SynapsePay System at any time, for any reason.

**c) Effects of Termination.**

Upon termination and closing of your User Account, we will immediately discontinue your access to the System. You agree to complete all pending transactions, stop accepting new transactions through the User Account or Third Party Platform, and immediately remove all SynapsePay logos or terms of service from your site. You will not be refunded the remainder of any fees that you have paid for the System if your access to or use of the System is terminated or suspended. Any funds in our custody will be paid out to you subject to the terms of your Reserve Account and reversal risk as determined by SynapsePay's sole discretion.

Termination does not relieve you of your obligations as defined in this Agreement and we may elect to continue to hold any funds deemed necessary pending resolution of any other terms or obligations defined in this Agreement, including but not limited to reversals, returns, fees or other investigations or proceedings.

Upon termination you agree (i) immediately cease your use of the Service, (ii) discontinue use of any SynapsePay or other trademarks licensed under this Agreement, and (iii) immediately remove any SynapsePay references and logos from your site. In addition, upon termination you understand and agree that (iv) the license granted under this Agreement shall end, (v) we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers not necessary for regulatory reasons, (vi) we will not be liable to you for compensation, reimbursement, or damages in connection with your use of the System, or any termination or suspension of the System or deletion of your information or account data, and (vii) you are still liable to us for any reversals / returns, fees, refunds or other amounts incurred by you or through your use of the System prior to termination.

At any time within thirty (30) days after terminating your User Account you may request in writing that we transfer user data associated with your transaction history that you are entitled to receive to an alternative payment processor that you identify to us. We will use commercially reasonable efforts to transfer permitted Data within ten (10) business days from receipt of your written request.

**d) Survival.**

In addition to any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement, the following sections of this Agreement survive and remain in effect in accordance with their terms upon the termination of this Agreement: Sections 3 (General), 4 (Representation), 5(c) (Ownership), 7 (Fees), 10 (Rights and Requirements to Use the SynapsePay System), 11 (Disputes), 12 (Actions Against Your User Account due to Non-Compliance with User Conduct, Requirements, Risk Management or Security Concerns), 13 (Debt), 14 (Reserves), 15 (Security Actions Against Your User Account due to Non-Compliance with User Conduct, Requirements, Risk Management or Security Concerns), 20 (Logging), 21 (Data Retention), 23 (Warranty), 24 (No Endorsement or Guarantee), 26 (Consent to Electronic Transactions and Disclosures), 28 (Applicable Law and Arbitration), 29 (Indemnification and Limitation of Liability), 30 (USA Patriot Act Notice) and 31 (Termination and Survival).