

Terms of Service

This Terms of Service agreement (**this “Agreement”**) sets forth the terms and conditions governing your use of the remittance service (the **“Service”**) offered by Digital Wallet US LLC dba Smiles Mobile Remittance (hereinafter referred to as the **“Company”**). This Agreement is between you and the Company, and the Company may rely on and enforce this Agreement. Please read it carefully. By signing below or by using the Service, you agree to be bound by and comply with all of its terms. The words **“we”** and **“us”** and **“our”** refer to the Company. The terms **“you”** or **“your”** refer to our individual customer who is the sender of a remittance and a user of the Service under this Agreement.

1. DESCRIPTION OF OUR REMITTANCE SERVICE

Remittance Service. The Service is a remittance service that is available to Company customers for the remittance of money to designated recipients / beneficiaries. The service is a money transmission service only and does not include stored value or payment instruments. The Service allows you to send or remit money to the beneficiaries via our mobile app called Smiles Mobile Remittance (the **“remittance app”**). You agree to designate the savings/checking deposit account that will be your source of funds that you send to us as money received for transmission. Unless otherwise indicated, currency references are to U.S. dollars. Recipients of the remittance may be enrolled with the Service through the remittance app. The term **“Recipient”** means the person specified by you as the authorized recipient / beneficiary of a remittance transfer.

The Wallet Feature of the Service. The Service (provided through the remittance app) has a wallet feature (the **“Wallet”**) that displays the amounts you have sent us to put funds in your Wallet, which funds could only be used exclusively for sending a money remittance at a future date. The amount shown in your Wallet at any time reflects the balance that has not been remitted or transferred to your specified beneficiaries. You understand and agree that the Wallet is not a payment instrument or stored value. You understand and agree that you may use your Wallet balance only to send money to beneficiaries outside the United States through the Service. You may request a refund of the unused balance of your Wallet by following the instructions in the remittance app. Any refund may be paid only to your bank account from which the funds originated.

Billpay Beneficiaries. You may use the Service to remit funds to an account creditor (e.g., utility company, mortgage company, school tuition collector, etc.) of an individual beneficiary if we have approved that account creditor as a Recipient of remittances and you and the beneficiary have otherwise complied with the instructions in the remittance app and this Agreement. We will approve billpay payments to beneficiary account creditors only when it is confirmed to us that we are receiving money as the agent of the account creditor pursuant to a preexisting written contract where the delivery of the money satisfies the payor’s obligation to the payee.

You agree to pay our fees. You agree to pay the fees for the Service that are disclosed in the remittance app. Your request for a remittance constitutes approval and agreement to the fees we

charge to process the loading of funds and to send that remittance. You also agree to the currency exchange rates we use to compute the remittance app. The exchange rates we use may not be the most favorable available to you in the foreign exchange market. Furthermore, you acknowledge that a refund fee up to \$5.00 may apply if you wish to withdraw money from your Wallet. You also agree to pay our then-current fees for ACH returns and additional chargeback fees if your transaction is rejected or reversed. Fees are subject to change as necessary. All fees are non-refundable although we may choose in our sole discretion to refund a fee if a particular remittance transaction must be reversed or refunded.

2. ELIGIBLE USERS

- A. In order to use the Service, (i) you must be an individual who is able to enter into legally binding contracts under applicable laws, (ii) you must have a residential address in the United States and a valid and active email address, (iii) you must have a savings/checking account with a U.S. financial institution, (iv) your residential or mailing address must match the address for your savings/checking account (as applicable), and (v) you must be a United States resident. Other restrictions may apply. You agree that we may use third party vendors to assist us in verifying your identity and in monitoring the remittances you send for activity that may violate the terms of this Agreement.
- B. The Service is only available in the states where the Company is licensed. We reference those states on our website and update that list of states from time to time.

3. E-SIGN DISCLOSURE AND CONSENT

This E-Sign Disclosure and Consent Section (this “**Disclosure**”) applies to all Communications for those products and services offered through the Service that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

“**Communications**” means and includes all of the following:

- Your records of payments for remittances through the Service including, without limitation, receipts, confirmations, transaction history and annual or periodic statements.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation, those required by applicable law and regulation. This may include verification of information provided by you to the Company to ensure that all payment requests are compliant with applicable laws and regulations.
- Customer service communications, including without limitation, communications with respect to claims of error, unauthorized use of the Service or other claims and requests.
- Customer agreements, including this Agreement, and privacy policies and amendments thereto.
- Any other communication related to the Service, including any modification of this Agreement.

- A. **Scope of Communications to Be Provided in Electronic Form.** When you use a product or service to which this Disclosure applies, you agree that we may provide you with all Communications in

electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below.

B. Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided by one or more of the following methods:

1. via email or text message,
2. by access to the remittance app and/or a website that we will designate in an email or text notice we send to you at the time the information is available, or
3. to the extent permissible by law, by access to the remittance app and/or a website that we will generally designate in advance for such purpose.

All electronic Communications will be deemed to have been received by you no later than 2 business days after we send it to you by email or post the Communication on our website or the remittance app, whether or not you have received the email or viewed the Communication on the Company's website or remittance app. An electronic Communication by email is considered to be sent at the time that our email server sends it to the email address provided by you. An electronic Communication posted on the Company's website or remittance app is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications. You agree to carefully review all Communications upon receipt or posting.

C. How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form by contacting us at 1-888-436-8494 (for English/Tagalog support) or 1-888-662-8434 (for Vietnamese support). At our option, we may treat your provision of an invalid email address or mobile telephone number, or the subsequent malfunction of a previously valid email address or mobile telephone number, as a withdrawal of your consent to receive electronic Communications. We may impose any fee to process the withdrawal of your consent to receive electronic Communications as set forth on the fee schedule on our website, your access and use of the Service will be terminated and we will, in our discretion, cancel any pending transaction requests. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

D. How to Update Your Records. You agree to provide us with true, accurate and complete email address or mobile number, contact information, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in that information. You can update information (such as your email address or mobile number) by logging in to your remittance app or by contacting us at 1-888-436-8494 (for English/Tagalog support) or 1-888-662-8434 (for Vietnamese support).

E. Hardware and Software Requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have:

- an Internet browser that supports encryption;
- sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- an email account with an Internet service provider and email software in order to participate in our electronic Communications programs; and
- a personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted email or by access to our web site using one of the browsers specified above.

F. Requesting Paper Copies. We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by logging in to the Service and send a paper statement request using your Secure Inbox. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

G. Communications in Writing. All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you. You agree that we may provide any or all communications via text or SMS messages, including for purposes of verifying your identity.

H. Federal Law. You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

I. Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of Communications electronically and to provide some or all Communications in paper format. We also reserve the right, in our sole discretion, to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

J. Consent. By using the Service, you give your affirmative consent to provide electronic Communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current email address or mobile communication at which we may send electronic Communications to you.

4. FUNDING YOUR REMITTANCES

Account Registration

You need to create an account with us to use certain features of our services. You agree to provide accurate and complete information during the registration process and to keep your account information up to date.

You understand that you may only create one account. We may in our discretion merge all duplicate accounts into one. New account approval may take up to 3 days.

Wallet Processing Time

Upon registering for our mobile application remittance services, you must designate a savings or checking bank account or credit union account from which payment for your remittance(s) may be debited. Please be aware that there is a processing period of up to 3 days for funds to be posted and available in your Smiles Wallet. Remittances can be initiated only after we have confirmed receipt of those funds.

Remittance Services

Upon receipt of your request to remit funds to a Recipient, the Company will initiate a debit to your Smiles Wallet to pay for your remittance transactions, the remittance instructions will be sent to the appropriate financial institutions for payment to the Recipient.

5. RECORDS

The Company maintains records of your Service account and your Service transactions. You may request copies of these records at any time by calling the Service toll free number. Copies of these records may be emailed or mailed to you at your preference.

6. PAYMENT NOT DELIVERABLE OR REFUSED

If a remittance is undeliverable, or if it is rejected by the Recipient, the remittance transaction will be cancelled. Generally, the funds will be returned to you, minus a fee. If a payment is cancelled, you will be notified by an email or text which will describe the status of those funds.

7. FEES

Fees will be charged to you for every payment request and will be deducted from your account in addition to the amount you authorize us to transmit to the Recipient. By providing and confirming a transaction using the Service, you are deemed to have accepted the fees under the current fee schedule provided on the Company website for such transaction or service. Fees are subject to change upon prior notice to you by any method permitted under this Agreement.

Your bank may charge you fees for the payments you make for your remittances. These fees that your bank charge, if any, are their fees for using their payment services.

8. AGGREGATE LIMITS AND GEOGRAPHIC LIMITS ON THE USE OF SERVICE

Your use of this service is limited as described in the table below. You can only send funds to Smiles Wallet from accounts that you own. By starting a transfer, you confirm that you are the owner of the bank account and have the authority to transfer funds to your Smiles Wallet. Moreover, funds

initiated from the same address or being received at the same address are subject to consolidation and these limitations. For example, if you and your spouse each charge the same bank or credit union account \$1,000.00 to fund remittances, your funding requests will be combined for purposes of our calculation as to whether the limit on aggregate transactions that can be made within the relevant period has been reached. The Company reserves the right to change the foregoing limits at any time, but you will be notified of such a change by a Communication.

Limit	Amount
24 hours	\$1,000.00
30 days	\$5,000.00

9. REWARD POINTS

You will receive reward points (“**Points**”) by using the Services or Reward Points Program. The details of the Reward Points Program, such as the amount of Points you can earn will be determined by the Company. Points can be redeemed only for discounts on use of the Services.

The Company will notify you when you earn Points through the Service or the Reward Points Program. Only points displayed on your remittance app can be redeemed. Points are effective for 90 days from the date of receipt. Any Points remaining after 90 days from the date of receipt will expire. Points have no cash value and cannot be converted to or redeemed for cash.

The Company may terminate the Reward Points Program at any time at its discretion due to natural disasters, changes in social conditions, laws or based on other technical or business reasons. The Company will notify customers of any such termination through its website, the remittance app and/or social media platforms.

Taxes may apply where required by law. You are responsible for any taxes that you may incur for receiving and/or redeeming Points.

10. CONSUMER REPORTS

We use third party vendors and service providers to verify and authenticate customer identities and to comply with our information security and anti-money laundering policies and procedures. You consent to all such activity that we deem necessary or appropriate in connection with your use of the Service. If you request, we will inform you as to whether we obtained a consumer report, and if so, the name and address of each consumer reporting agency which furnished such a report.

11. ERROR RESOLUTION AND CANCELLATION

Remittance Transfers (12 CFR 1005.31(b)(2)):

What to do if you think there has been an error or problem:

If you think there has been an error or problem with your remittance transfer:

- Call us at the Service toll free number
English/Tagalog Support: 1-888-436-8494
Vietnamese Support: 1-888-662-8434; or
- Email us at remitsupport.us@digitalwallet.global; or
- Write us at the following address:

DWUS Customer Service
201 Spear St, Ste 1100
San Francisco, CA 94105

You must contact us within 180 days of the date we promised to you that funds would be made available to the Recipient. When you do, please tell us:

- 1) Your name and address or telephone number.
- 2) The error or problem with the transfer, and why you believe it is an error or problem.
- 3) The name of the person receiving the funds, and if you know it, his or her telephone number or address; and
- 4) The dollar amount of the transfer; and
- 5) The reference number or other confirmation code for the transaction.

What to do if you want to cancel a remittance transfer:

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at the phone number or email address above within 30 minutes of payment for the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including your name and address or telephone number and the amount and location where the funds were sent. We will refund your money within 3 business days of your request to cancel a transfer as long as the funds have not already been picked up by a Recipient or deposited into a Recipient's account.

If the funds have been picked up or deposited into a Recipient's account, then you may not cancel or reclaim the transfer, regardless of any dispute you may otherwise have with the Recipient regarding a transaction to which the payment relates. You agree to pursue any such claims directly with the Recipient and agree that the Company and its bank partners are not responsible or liable in any manner for any claims that you may have, or any claims made against you by any person, arising out of any dispute you may have with a Recipient.

Electronic Transfers Other than Remittance Transfers (12 CFR 1005.7(b)(10)):

In case of errors or questions about your electronic transfers:

- Call us at the Service toll-free number
English/Tagalog Support: 1-888-436-8494
Vietnamese Support: 1-888-662-8434; or
- Email us at remitsupport.us@digitalwallet.global; or
- Write us at the following address:
DWUS Customer Service
201 Spear St, Ste 1100
San Francisco, CA 94105

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.

- 1) Tell us your name and account number (If any).
- 2) 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.
- 3) 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 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 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 account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will inform you of the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

12. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Consumer Liability

Inform us AT ONCE if you believe any of your security credentials issued by us (PIN, username, password, answers to challenge questions and similar information) has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using the Service or your security credentials. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 4 business days after you learn of the loss or theft of your security credentials, you can lose no more than \$50 if someone used your security credentials without your permission.

If you do NOT inform us within 4 business days after you learn of the loss or theft of your security credentials, and we can prove we could have stopped someone from using your security credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, inform us at once. If you do not inform us within 90 days after the statement was mailed to you, you may not get back any money you lost after the 90 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Contact in the event of unauthorized transfer:

If you believe any of your security credentials has been lost or stolen, call: 1-888-436-8494 (for English/Tagalog support) or 1-888-662-8434 (for Vietnamese support), email us at remitsupport.us@digitalwallet.global or write us at the following address:

DWUS Customer Service
201 Spear St, Ste 1100
San Francisco, CA 94105

You should also call the number or write to the address listed above if you believe a transfer has been made using your security credentials or the Service without your permission.

You acknowledge that Communications are important and time-sensitive, and you agree to review all Communications from us upon receipt. If the Company sends a Communication to you that describes an unauthorized transaction, then you agree to assume the burden of proving by clear evidence that you complied with your obligation under this Agreement to immediately and carefully review that Communication and that you were reasonable in notifying the Company of the unauthorized transaction when and in the manner you did.

The limitations on your liability set forth in this section only apply if you are a natural person.

13. NOTICE FROM SERVICE-PROVIDING INSTITUTION

ALL QUESTIONS ABOUT REMITTANCE TRANSACTIONS MADE THROUGH US BY ACH DEBIT TO YOUR BANK ACCOUNT MAY BE DIRECTED TO US, AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE YOUR ACCOUNT. We are responsible only for the remittance service and for resolving any errors in remittance transactions made through us.

We will not send you a periodic statement listing transactions that you make by ACH debit to your bank account. The transactions will appear only on the statement issued by your bank or other financial institution. **SAVE THE RECEIPTS YOU ARE GIVEN WHEN YOU USE OUR REMITTANCE SERVICE AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION.** If you have any questions about one of these remittance transactions, call us at 1-888-436-8494 (for English/Tagalog support) or

1-888-662-8434 (for Vietnamese support), email us at remitsupport.us@digitalwallet.global or write us at the following address:

DWUS Customer Service
201 Spear St, Ste 1100
San Francisco, CA 94105

14. LIABILITIES AND RESPONSIBILITIES

A. Your Financial Obligations.

If a transaction used to fund a payment is reversed, you promise to pay any negative balance immediately. You authorize the Company, without need of notice to you, to charge the deposit account you have used to fund your payment in the amount of any such negative balance. The Company has the right to collect from you the amount of any uncollected or reversed payment, plus any collection expenses, court costs and reasonable attorneys' fees. You agree to hold the Company and its bank partners harmless from any losses, costs, expenses or damages that either of them may incur in connection with the collection of the negative balance or amount or reversed payment or in defending any of the foregoing actions, including court costs and attorneys' fees. You acknowledge that transactions may be reported to a collection agency or credit bureau if you do not pay the Company in accordance with this Agreement. If the Company or its bank partners make any payment without receiving sufficient funds, such action will not create any obligation on the part of the Company or its bank partners to make any such payment in the future.

B. Your Obligation to Provide Complete and Accurate Information.

You represent and warrant that all information you provide to the Company and its bank partners in connection with the Service, including but not limited to your application information and all data entered in connection with any payment or other transaction, will be complete and accurate

in all respects. The Company and its bank partners are entitled to rely on any information you provide, and you agree to update your personal information once it changes. The Company and its bank partners also reserve the right to take steps to verify the information you provide, although it is not required to do so. **IF YOU PROVIDE FALSE INFORMATION, YOUR ABILITY TO USE THE SERVICE MAY BE TERMINATED AND ALL PENDING PAYMENTS MAY BE CANCELLED. IN ADDITION, YOU MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES.** Furthermore, you represent and warrant in connection with any payment that:

- The payment information, including the name, address, date of birth, mobile phone number and email address (if appropriate) of the Recipient, is accurate.
- You have authority to access the account from which your payment is being initiated, and such account has a sufficient balance to complete the requested transaction.
- The method for funding your payment (deposit account at a depository institution) has a sufficient balance to make the payment; and
- The payment is lawful. You are solely responsible for ensuring that the payment has been addressed to the correct Recipient at the correct address. **DO NOT SEND A PAYMENT IF YOU ARE UNSURE OF THE RECIPIENT'S ADDRESS.** Neither the Company nor any of its bank partners is responsible for payments made to unintended Recipients caused by incorrect information provided by you. Moreover, neither the Company nor its bank partners are responsible for verifying the identity of Recipients.

C. Indemnification.

You agree to indemnify and hold the Company, our bank partners, their affiliates, shareholders, directors, officers, employees, agents, suppliers and subcontractors harmless from any claim or demand, including but not limited to reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service.

D. Disclaimer of Warranties.

YOU EXPRESSLY AGREE AND UNDERSTAND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

In no event will we be liable for consequential damages, lost profits, or similar damages and you expressly waive all claims for such damages.

E. Liability; Limitations.

If, after receiving a timely, complete and accurate payment request, a payment is not completed in the correct amount, the Company will be liable only for your proximately caused actual damages as set forth below, to the extent required by applicable law. Without limiting the generality of the preceding sentence, the Company will not be liable if (i) through no fault of the Company, the deposit account from which you wish to transfer funds is not open or does not have a sufficient available balance to make the payment or funds transfer; (ii) you attempt to transfer funds in excess of the transaction limits set by the Company or applicable government rules and regulations; (iii) the Service was not working properly and you knew or had been advised about the malfunction before you completed the transaction; (iv) you did not follow all Service instructions properly; (v) the Company does not correctly receive your instructions due to a telecommunications failure or otherwise; (vi) you provided an incorrect address for the intended Recipient; (vii) you improperly cancelled the payment; (viii) the account you have designated to fund the payment(s) has been closed or suspended, is invalid or you are not authorized to access such; (ix) a Recipient has failed or refused to accept a payment; (x) circumstances beyond the Company's control prevent any payment from reaching the Recipient; or (xi) upon the occurrence of any other facts representing circumstances analogous to the foregoing which would constitute an exception to the Company liability.

If the Company is deemed liable to you in connection with any payment or other transfer of funds made or not made in accordance with this Agreement, the maximum aggregate liability of the Company will be the amount of the payment or transfer, without interest, unless otherwise required by applicable law. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NONE OF THE COMPANY, OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, WHETHER OR NOT ANY OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTE: THE COMPANY AND THE BANK ARE NOT PARTIES TO THIS AGREEMENT ONCE THE FUNDS REPRESENTING YOUR PAYMENT ARE TRANSFERRED TO ANOTHER INSTITUTION. AT ALL TIMES UNDER THIS AGREEMENT, THE COMPANY'S LIABILITY IS LIMITED TO ACTIVITIES WHICH OCCUR IN THE UNITED STATES AND ARE EFFECTED IN AN ATTEMPT TO DELIVER A PAYMENT TO A RECIPIENT OUTSIDE OF THE UNITED STATES.

F. Restrictions.

1. General. We may, at any time and in our sole discretion, refuse any transaction or limit the amount to be transferred, either on a per transaction basis or on an aggregate basis without prior notice. Any such limits may be imposed on individual accounts, linked accounts, or on related accounts or households, in the Company's sole discretion. We reserve the right at any time, and from time to time, to modify or discontinue the Service (or any part thereof) with or without notice.

2. Delays. Your transaction may be delayed or cancelled in the course of our efforts to verify your identity, validate your transaction instructions and Payment Instruments, contact and locate you or your Recipient, and otherwise comply with applicable law. Business hours and currency availability of our Service Providers may also cause delays.
3. Unauthorized Transactions. You may not use the Service in violation of this User Agreement or applicable laws, rules or regulations. It is a violation of the User Agreement to use the Service for commercial purposes, including (without limitation) for purchases of goods or payments for services of any kind. The Company may cancel any transaction and close any account that it suspects is being utilized for any of the following activities (without limitation): sexually-oriented materials or services; gambling activities; fraud; money-laundering; funding terrorist organizations; purchase or sale of tobacco, firearms, prescription drugs, or other controlled substances; or sending money to a Recipient that has violated the User Agreement. The Company reserves the right to report you to the appropriate law enforcement agency or agencies.
4. Others. You may not submit or receive a transaction on behalf of any other person, or on behalf of a business, charity, or other non-human entity. We may, at any time and in our sole discretion, refuse any transaction, close multiple accounts held by an individual or persons related to the individual or living in the same household.

15. OTHER IMPORTANT INFORMATION

A. General Information.

This Agreement constitutes the entire agreement between you and the Company regarding the use of the Service and supersedes any prior agreements between you and the Company to the extent that they might otherwise apply to the Service. Otherwise, any such other agreements remain in full effect in accordance with their terms. You may also be subject to additional terms and conditions that may apply when you use related services or third-party software. This Agreement and the relationship between you and the Company are governed by the laws of the State of California without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts located within the State of California. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, to the extent any statute or law to the contrary may be modified hereby, any claim or cause of action arising out of or related to the use of the Service or this Agreement must be filed within 1 year after such claim or cause of action arose or it will be forever barred.

B. Termination.

The Company reserves the right to terminate your ability to use the Service for any reason and may cancel any pending payment. Suspension or termination may occur if in the Company's sole determination:

- a) you have not properly funded a requested transaction.
- b) you attempt to initiate a payment from an account that does not belong to you.
- c) you use the Service, directly or indirectly, for any unlawful or improper purpose.
- d) you provide incorrect or false information about yourself, or your accounts or about a Recipient.
- e) you use or attempt to use the Service for tampering, hacking, modifying or otherwise corrupting the security or functionality of the Company.
- f) the Company receives conflicting claims regarding ownership of, or the right to use, an account used to fund payments.
- g) the Company receives a garnishment, levy or other legal process that affects payment.
- h) you have breached any term or condition of this Agreement, or any representation or warranty that you make under this Agreement is false; or
- i) if the Company determines, in its discretion, that you are no longer actively using Service.

You agree that the Company will not be held responsible or liable to you, any Recipient or any other person for such termination. Moreover, you understand that the Company may report suspicious activity to appropriate law enforcement organizations.

To voluntarily terminate your ability to make payments, you must access the Service and inform the Company of your desire to remove any and all references to your provided source of payment. If you wish to use the service again, you must provide a new source of payment and appropriate verification must be made to assure us of your authority over said source of payment.

Upon the termination of your ability to make payments for any reason, all of your pending payment requests will be terminated. If you have no outstanding obligations in connection with the Service, any remaining balance will be credited to the deposit account you used to fund payments. Termination of this Agreement will not affect your liability arising from acts or omissions prior to termination, including your liability for any payment.

C. System Malfunctions

Neither the Company nor its bank partners are liable for any loss resulting from a cause outside their direct control, including the failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, computer viruses, "hacking," unauthorized access, theft, operator error, severe weather, earthquakes, natural disasters,

strikes or other labor problems, wars, or government restrictions, or for any information lost due to malfunction or loss of any email systems.

You acknowledge that the delivery of the Service may be delayed or prevented, and the Services may not be delivered as intended, as a result of acts of God, civil disorder, fire, explosion, flood, war, riot, sabotage, accident, employee sickness, pandemic or epidemic, or other cause of such nature (any such event, a "Force Majeure Event") beyond our control. You agree that you will have no liability for losses or damages you may incur arising out of or relating to a Force Majeure Event.

D. Changes to this Agreement.

We reserve the right to supplement and change the charges, fees or other terms of this Agreement (including the fee schedules referenced in this Agreement) and related documents upon providing notice to you by email or by an online posting on our website or the remittance app. You agree that an email notice or website or remittance app posting constitutes written notice under all applicable law and regulation. We reserve the right to make modifications take immediate effect in circumstances permitted by law, such as where an immediate change is necessary to maintain or restore the security of an account or fund transfer system. You can review the current version of the Agreement at any time by reviewing the Company website and remittance app. You may terminate your use of the Service if you do not agree with any modification or amendment. If you use the Service after the effective date of an amendment or modification, you will be deemed to have accepted that amendment or modification. You acknowledge that you cannot modify this Agreement by yourself and no employee or agent of ours may modify this Agreement other than by the notice process described in this section. The Customer ACH Authorization form you sign or enter into is part of this Agreement.

E. Use of Information and Disclosure to Others.

By accepting these terms, you agree that any information about you, your transactions or your payments that you provide or that the Company otherwise receives in connection with the Service is being provided jointly to the Company and its bank and processor partners and that we and they may share with each other any and all such information. The privacy policy on the Company's website, as modified from time to time (the "Privacy Policy"), describes the Company's policies regarding disclosure and use of that information. You acknowledge receipt of those privacy materials. Those materials will also apply to our bank partner's disclosure and use of that information. You consent to have your name and email address made available as identification to any Recipient or any person you have sent funds to through the Service.

In addition to the foregoing, we will disclose information to third parties about your account or the transfers you make (i) where it is necessary for completing transfers, or (ii) to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or

(iii) in order of the government agency or court orders, or (iv) if you give us your written permission.

F. Assignment.

You may not assign this Agreement to any other party. The Company may assign this Agreement or delegate certain of their rights and responsibilities under this Agreement to third parties without notice to you.

G. No Waiver.

The Company may not be deemed to have waived any of its rights or remedies under this Agreement unless such waiver is in writing and is signed by the party alleged to have waived. The delay or failure of the Company to exercise or enforce any right or remedy in connection with this Agreement will not constitute a waiver of such right or remedy or any other rights or remedies. A waiver on any occasion may not be construed as a bar or waiver of any rights or remedies on any other occasion.

H. Business Days.

For purposes of this Agreement, our "business days" are Monday through Friday, excluding federal holidays and California state holidays. However, the Company generally makes the Service available online or by telephone even on days that are not business days.

I. Other Disclosures.

1. Financial Institution's Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your wallet or bank account to make the transfer.
2. If the receiving institution does not have enough cash.
3. If the system was not working properly and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
5. Under other exceptions stated in our agreements with you.

J. State Law Disclosures.

1. For FLORIDA residents:

You may contact Digital Wallet US LLC by telephone at 1-888-436-8494 (for English/Tagalog support) or 1-888-662-8434 (for Vietnamese support), or by mail at Digital Wallet US LLC, Attention: Customer Service, 201 Spear St, Ste 1100, San Francisco, CA 94105.

2. For MARYLAND residents:

The Commissioner of Financial Regulation for the State of Maryland will accept all questions or complaints regarding Digital Wallet US LLC at Consumer Services Unit 500, North Calvert Street, Suite 402, Baltimore, MD 21202, phone number (888) 784-0136.

K. Consumer Complaints

If you think you had an issue described below or that your federal rights were violated, contact Digital Wallet US LLC by telephone at 1-888-436-8494 (for English/Tagalog support) or 1-888-662-8434 (for Vietnamese support), or by mail at Digital Wallet US LLC, Attention: Customer Service, 201 Spear St, Ste 1100, San Francisco, CA 94105. immediately. In some cases, you could receive a refund or have the transfer resent at no extra cost.

- Have the money delivered to the correct person or business.
- Receive the following information about your transaction both before you pay and after the transfer is sent:
 - Exchange rate, if applicable
 - Amount to be transferred
 - Certain fees
 - Taxes collected by the company
 - Amount to be received (In some cases, a Recipient may receive less due to fees charged by the Recipient bank and foreign taxes)
- Cancel a transfer — generally within 30 minutes after it is sent — at no cost unless the transfer has been picked up or deposited into the Recipient’s account.
- Report a problem to the company within 180 days and have it investigated. The company has to look into the problem within 90 days of when you notified them of the problem and report the results to you, and in some cases, you may get a refund or have the transfer sent again.

If you've already tried reaching out and still have an issue, you can submit a complaint at <https://www.consumerfinance.gov/complaint/> or contact Consumer Financial Protection Bureau at (855) 411-2372 or (855) 729-2372 (TTY/TDD).

L. Delivery Methods and Timing

Once we determine that sufficient funds are available in your wallet for the requested remittance, we will promptly process the remittance transaction for payment to the Recipient.

Process of Delivery

- a. Money is debited from the Smiles Wallet after you initiate the remittance.
- b. Upon receiving the remittance request, it will be sent immediately to the Recipient's bank account or designated pay-out center.
- c. Some banks take several days to make the funds available to your Recipient. Some banks will also charge their own transfer fees and will deduct this fee from the funds you sent to your Recipient.
- d. Please contact your Recipient and inquire about the policies (clearance and fees) of their banks (or other financial institutions) when handling credits from the bank before you select this method of delivery.

National or local holidays occurring during the remittance process may lengthen the delivery time.

Use of the Service is conclusive evidence of your agreement to this Agreement.