

# RECEIVE, CORP.

## PLATFORM TERMS OF SERVICE

*Updated as of June 3, 2026*

### 1. GENERAL

- 1.1. These Terms of Service are entered into by and between the user or a registrant (referred to herein as "User," "you," "yours," and other similar forms) that is applying for or has opened an account with Receive, Corp. ("Receive") or any of our affiliates and subsidiaries (collectively, "Company," "we," "us," or "our" and other similar forms) for use of our Platform ("the Platform").
- 1.2. These Terms of Service, together with any documents they expressly incorporate by reference (collectively, these "Terms"), govern your access to and use of our Platform through our Site (the "Site") [www.nowreceive.com](http://www.nowreceive.com) or mobile application, including any content, functionality and Services (as defined below in Section 2) offered on or through our Site or Platform, whether as a guest or a registered user. The use of the Services is subject to these Terms and to our Privacy Policy at <https://www.nowreceive.com/legal>, which forms an integral part thereof.
- 1.3. Please read these Terms carefully before accessing and using the Platform. Your use of the Platform (or of any part therein) or clicking to accept or agree to the Terms when this option is made available to you, signifies your acknowledgment of these Terms and your agreement to be bound by these Terms and to comply with any and all applicable laws, rules and regulations, whether local, state, national or international. **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE PLATFORM OR SERVICES.**
- 1.4. For such time as these Terms are in effect, we hereby grant you permission to use the Platform, provided that you shall comply with these Terms and any applicable law.
- 1.5. By using the Platform, you approve, represent, and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

### 2. THE SERVICES

- 2.1. We provide Services to issue and manage credit cards ("Card" or "Cards"), that are made available by our partner bank ("Partner Bank"), which is an authorized provider of Cards. We also allow you to borrow funds, access payment tools, manage or conduct transactions, connect with other service providers and access optional services (collectively, "Services"). Please note that some services are also governed by third party providers' terms, such as financial institution partners and Partner Bank's account terms ("Partner Terms"), which you must comply with in order to use our Services. By using our Services you agree to be bound by these Terms and acknowledge that you will also be bound to the Partner Terms, including any other third-party service providers.
- 2.2. You understand and agree that our Services may be subject to additional terms and conditions as may be specified in the terms and conditions of the Partner Bank. In addition, if the Partner

Bank requires changes, we may also change the Services to comply with the Partner Bank's requirements for delivering our Services.

- 2.3. Receive has partnered with financial services software company Aeropay to offer you ACH payments. When you create a Receive Account and connect a bank to complete ACH payments, you will be creating an Aeropay account. You authorize Receive to share your identifying information with Aeropay to open and support your Receive Account. You must also comply with Aeropay's Terms of Service when creating or using your Receive Account. The Aeropay Terms of Service may be modified from time to time, and the governing version is incorporated by reference into this Terms of Service. Any term not defined in this section but defined in the Aeropay Terms of Service assumes the meaning as defined in the Aeropay Terms of Service.

### **3. OPENING AN ACCOUNT**

- 3.1. For the purpose of using our Services through the Platform, you must submit an application for opening an account on our Platform, which may include, but is not limited to: your company data, such as your company's name, corporate registration certificate, company's account; your personal data, such as your personal name, address, contact information; and documentary information used to verify such company data and personal data, such as your corporate registration certificate, proof of address, or personal identification (the "Information").
- 3.2. Please note that you must provide us with the Information in order to receive our Services, as we provide the Information to our partners and third parties as part of our assessment of whether you are eligible to receive the Services, including denying, suspending, or ending the Services, or granting you provisional access to the Services. We may deny your application, interrupt provision of the Services to you, or suspend or close your account for any reason, with or without prior notice, including where required company data or personal data is incomplete, inaccurate, or out of date. Therefore, you must provide us with complete, accurate and relevant information at all times, and it is your responsibility to update us if anything changes.
- 3.3. You represent and warrant that you will keep all such Information current, complete and accurate in your account whether we provide you with full or provisional access, by contacting us and providing any updated information. We may request information from credit reporting agencies using the company data you have provided and may report the performance of your account to one or more credit reporting agencies.
- 3.4. You recognize that in order to obtain our Services, Receive's Platform must be integrated with a third-party payment processor ("Processor"). You explicitly authorize Receive to i) access your transaction data through the Processor, ii) monitor the flow of funds between the Processor and your account, iii) establish direct recovery channels with the Processor, and iv) recover any outstanding balances you may have with Receive directly from funds processed through the Processor before the balance of those funds (if any) are disbursed to your account.

## 4. PAYMENTS AND FEES

- 4.1. You are responsible for payment in full of all charges, fees, fines and other amounts owed by you to us (“Charges”). We will provide you with access to Receive’s online account portal (the “Portal”) where you can find your charges, fees, fines, or other amounts charged by us, as well as any payments, refunds, chargebacks granted or other credits to your account(s) in real time. We may also provide you with periodic statements identifying charges, fees, fines, or other amounts charged by us, as well as any payments, refunds, chargebacks granted or other credits to your account(s). You must always maintain at least one active account with Receive. Your active account(s) will be automatically debited for the full amount owed in accordance with Section 4.2 herein. We may also directly debit any of your active financial institution account(s) for other amounts owed under these Terms. Your account will show the credit the business day after payment is received. Unless otherwise specified, periodic statements will be issued not more than once per quarter, although they are available for download in your Portal on a monthly basis.
- 4.2. Charges must be repaid within five (5) business days of being incurred, unless stated otherwise in writing in your Portal.
- 4.3. Charges that are or will be listed on the Portal or periodic statements and any other amounts owed under these Terms that are not paid on time may be collected from any account of yours that is currently linked to our Platform; or set off, debited, or collected from your account(s) that you hold jointly with a third party or open in the future, regardless of any past use of our Services. This right may be exercised by us, our affiliates, and any assignees for the benefit of our creditors or receivers. This right will exist even if we do not exercise it prior to the making, filing, or issuance of an arbitration demand, court order, or other action.
- 4.4. Any failure to pay the full amount owed to us when required is a breach of these Terms. You are responsible for all costs or expenses owed to us, our affiliates, and any of our partners or third party assignees, that have not been timely paid, including legal and collections fees and any interest, which shall accrue at the maximum rate permitted under law.
- 4.5. ACH Authorization. You authorize us, our partners including financial institution partners, and their assigns to collect amounts owed under these terms by debiting funds from your active or linked accounts at depository institutions (including banks and credit unions) using the Automated Clearinghouse (ACH) network governed by the rules established by the National Automated Clearinghouse Association (NACHA). These debits are bound by NACHA rules for business-related ACH debits. We, our partners including financial institution partners and their assigns may debit active or linked accounts for all amounts owed to us or such partners under these Terms. If we, or any Partner or applicable assign cannot or do not collect these amounts via ACH, you agree to immediately pay all amounts owed as directed. You also authorize us, our partners including financial institution partners, and their assigns to debit active or linked accounts immediately, on any date, and without additional notice where we determine in our sole discretion that you pose or may pose an unacceptable risk to us or anyone on our behalf, or where you no longer satisfy the underwriting criteria used to provide you our Services or establish the spending limit for you. To withdraw the debit authorization, you must provide us with 14 days' advance notice and pay all amounts owed under your account immediately, including charges and other amounts that may be included in future periodic

statements. Such withdrawal of a debit authorization does not terminate these Terms or your obligation to pay all amounts owed under these Terms or other applicable terms. You will be responsible for all costs of collections and damages under these Terms if the amounts owed are not paid by you as described herein, including reasonable attorneys' fees. Spending limits may be reduced (including to zero), and your account may be terminated, frozen, or otherwise limited if you withdraw debit authorization.

- 4.6. Some Services may require other or additional fees, including support fees. We will notify you in advance of charging additional fees through the contact information provided to us by you upon your registration.
- 4.7. All monetary amounts owed under these Terms will be stated in US Dollars (USD) and must be paid in USD.
- 4.8. In addition to ACH Authorization, you hereby authorize Receive to recover any outstanding balances directly from your payment service provider or Processor. You hereby grant Receive a priority claim to funds processed through your payment Processor to satisfy any outstanding obligations before the funds are disbursed to your account. Receive's rights under this paragraph 4.8 shall apply when your account is delinquent for ten (10) or more calendar days, if you disconnect your bank account or attempt to block recovery methods, if your account is suspended or terminated with an outstanding balance, or if Receive determines there is significant risk to its recovery of the funds you owe.

## 5. LICENSE, MANAGEMENT, AND SECURITY

- 5.1. Subject to these Terms (including the payment of all applicable fees), we hereby grant you a worldwide (except as limited below), non-exclusive, non-sublicensable license to use our Services and to access and use our Platform as permitted under these Terms. These Terms define the legal use of our Platform, all updates, revisions, substitutions, and any copies of the Platform made by or for you. All rights not expressly granted to you are reserved by us.
- 5.2. Subject to the restrictions set forth in these Terms, you may use the Platform and any updates provided by us solely to interface with our Platform. Your license to use our Platform under these Terms shall continue until it is terminated by either you or us. We may make changes or upgrades to any or all portions of our Platform at any time for any reason.
- 5.3. Notwithstanding anything else herein, these Terms shall automatically terminate if you violate them. We may also cease providing you the Services if you commit fraud or violate any regulations required for the Services and/or the Platform.
- 5.4. You shall use the Services and our Platform in compliance with all applicable laws, statutes, regulations, ordinances, or other rules promulgated by governing authorities having jurisdiction over the parties.
- 5.5. You shall NOT:
  - 5.5.1. Create any script or other automated tool that attempts to gain unauthorized access to our Platform.
  - 5.5.2. Allow any third party to use the Platform for their own benefit.
  - 5.5.3. Use the Platform and Services in any manner or for any purpose that violates any law or regulation, promotes illegal activities, violates Partner Terms, or any additional terms, violates any right of any person (including a corporate entity or

a business), including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with these Terms.

- 5.5.4. Modify, adapt, alter, translate or create derivative works or the uses of the Platform; use the Platform or Services to engage in conduct that violates any network rules or banking Services advertising guidelines; sell, lease, share, transfer, or sublicense, or access codes thereto.
  - 5.5.5. Use the Platform in a manner that adversely affects us or our Services or exceeds: (a) reasonable request volume, as set by us from time to time, (b) constitutes excessive or abusive usage, or (c) otherwise fails to comply or is inconsistent with any part of our documentation, as determined by us.
  - 5.5.6. Reverse engineer or attempt to reconstruct, identify or discover any underlying ideas, underlying user interface techniques or algorithms related to our Platform or Service.
  - 5.5.7. Remove, obscure or alter any of our (or any of our partner's) copyright notices, trademarks or other proprietary rights notices affixed to or contained within the Platform.
- 5.6. If you breach any section of these Terms, we reserve the right to immediately suspend your access to the Platform.
  - 5.7. Upon registration on our Platform, you must provide details regarding the administrator user, i.e. an employee who is designated as an administrator of your account. The administrator user will manage the Services through the Platform and will be authorized to act on your behalf. By accepting these Terms, you hereby acknowledge and agree that all potential users will be required to accept these Terms, and you are fully responsible to notify them of these Terms, to obtain their consent to these Terms and any additional liability or undertaking under these Terms and you hereby declare that each user shall enter into and comply in all respects with these Terms, including with our Privacy Policy and all applicable Terms and conditions of us and or our Partner's Terms.
  - 5.8. You are responsible for continually maintaining adequate security and control of the Platform, including your account credentials and any other access credentials issued to you by us. You must use the Platform securely and only provide access to individuals that you have authorized. You are liable for any actions or inactions performed using the Platform, including but not limited to actions or inactions performed without prior knowledge or consent, and any illegal or unauthorized actions.
  - 5.9. If you believe or have actual knowledge that your use of the Platform has been compromised or misused, you shall notify us immediately and we shall suspend or revoke the use and will renew it once you demonstrate that the vulnerability that compromised the Platform has been cured.

## **6. IDENTIFICATION AS CUSTOMER**

- 6.1. We may publicly reference you as our customer on our Site or in other communications. We will not express any false endorsement or partnerships. You hereby grant us a limited license to use your trademarks or service marks for this purpose. Please notify us if you prefer that

we do not identify you as our customer and we will use best efforts to remove references to you on our Site or in communications.

## **7. NOTICE AND NOTIFICATIONS TO YOU**

- 7.1.** By registering on our Platform, you agree that such registration constitutes your electronic signature, and you consent to us providing to you and to users on behalf of you, notices, and notifications, including in each case those required by law, and you shall ensure that all users consent to receiving user notifications electronically. You understand that this consent has the same legal effect as a physical signature. Our notices to you shall be considered effective on the first business day following the day they are sent and shall be sent to you via email, Whatsapp or SMS. We shall send the notice using the contact information you provided upon registration to our Platform.

## **8. REPRESENTATIONS, DISCLAIMERS, AND WARRANTIES**

- 8.1.** In addition to other representations and warranties made by you in these Terms, you represent and warrant that so long as you are registered with our Platform and use our Services (a) You are and will continuously, be duly organized and in good standing under the laws of your company's jurisdiction of incorporation, (b) your administrators have requisite organizational power and authority to conduct business on and manage your account on the Platform in all respects, including delegating access or authority to other users, and you have irrevocably authorized each and every action taken by any administrator that relates to these Terms, the Platform, the Services, any Card or any third party services, (c) you are opening an account on behalf of your company which has been duly organized and registered in the United States and you are not opening an account as an individual consumer (d) you and your users will not engage in activities prohibited by these Terms, and (e) all your company data and personal data provided to us is and shall be complete, accurate, and current.
- 8.2.** The Platform and Services are provided to you "AS IS" and "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, and you acknowledge that none of our personnel are authorized to provide any such warranty (except in a written document identified as an amendment to this agreement and executed by our authorized representative and an authorized representative of yours).
- 8.3.** Third-party Services are not provided, controlled, recommended, or endorsed by us. We do not provide support for and disclaim all liability arising from failures or losses caused by or relating to third-party services.
- 8.4.** You agree that you will not use, or permit any person or entity to use, the Platform or any Services to conduct, directly or indirectly, any transaction or activity that: (a) violates, or would cause us or any of our financial partners to violate, any applicable laws or regulations, including those administered by the U.S. Department of the Treasury's Office of Foreign

Assets Control (OFAC); (b) involves any individual, entity, or country that is the subject of sanctions under U.S. law, including any person or entity listed on OFAC's Specially Designated Nationals (SDN) List, Foreign Sanctions Evaders List, or any other sanctions list; (c) relates to any country or region subject to comprehensive U.S. sanctions; (d) facilitates, promotes, or supports money laundering, terrorist financing, or other unlawful or illicit activity. (e) You represent and warrant that neither you nor any of your beneficial owners, administrators, or users are subject to U.S. sanctions or located in a sanctioned jurisdiction. We reserve the right to suspend or terminate your access to the Platform or Services if we reasonably believe you are engaging in, or have engaged in, any activity that may violate this section.

- 8.5.** Without limiting the generality of the foregoing, you assume all risks associated with any failure of any: (a) Services or data provided under these Terms to be accurate and error-free; (b) Services to meet your specific needs or requirements; (c) Services to be usable by company, administrators, or users at any particular time or location; (d) specific merchants to permit purchases using cards issued by a financial institution partner; (e) Services to be uninterrupted, secure, or free from hacking, viruses, or malicious code; and (f) any defects in the Services to be corrected, even when we are advised of such defects.

## **9. LIMITATION OF LIABILITY**

- 9.1.** We are not liable to you for consequential, indirect, special, exemplary, or punitive damages, lost profits, damage attributable to reputational harm, physical injury or property damage, or lost revenue arising from or related to these Terms or to the Platform or the Services or Cards, including your use of or inability to use Platform or Services or Cards, whether or not we were advised of their possibility by you or third parties.
- 9.2.** Our aggregate liability to you under these Terms for all claims is limited to the lesser of the total amount of the interchange fee (i.e., our revenue from your purchases) during the last three months or \$5,000. These limitations apply regardless of the legal theory on which your claim is based.

## **10. INDEMNIFICATION**

- 10.1.** You agree to indemnify us, our shareholders, directors and officers, and our affiliates, and each such affiliate's employees and contractors, and any other third-party service Providers (each an "Indemnitee") and hold them harmless from and against any losses, liabilities, damages, claims, costs or expenses (including reasonable attorneys' fees) arising out of or relating to claims, proceedings, suits, or actions brought by or initiated against us or any of the other Indemnitees specified above by any third party (i) due to the breach by you or by any administrator or user of these Terms, Partner Terms, and any terms applicable to any third-party services or any other agreements with us or any financial institution partner or that otherwise relate to the Platform, Services, Cards or third party services; (ii) for amounts owed by you to third parties; (iii) for acts or omissions of administrators, users, or other employees or agents of yours; (iv) for your use of any Services or third-party services; or (v) for disputes over charges or fees between you and merchants. We may defend any claim subject to

indemnification hereunder, using counsel chosen by us, and you will pay or promptly reimburse us for the reasonable fees of such counsel and all related costs and reasonable expenses.

## **11. GOVERNING LAW AND JURISDICTION**

- 11.1.** The Terms will be governed by and construed in accordance with the laws of the State of New York.
- 11.2.** You irrevocably submit to the exclusive jurisdiction of the state and federal courts located in New York County, New York for any action or proceeding arising out of or relating to these Terms or the Services. Each party waives any objection to such jurisdiction or venue on the grounds of inconvenient forum or otherwise.

## **12. DISPUTE RESOLUTION**

- 12.1.** You agree that any and all past, present and future disputes shall be determined by arbitration, unless your dispute is subject to an exception to this agreement to arbitrate as set forth below. You further agree that any arbitration pursuant to this section shall not proceed as a class, group or representative action. The award of the arbitrator may be entered in any court having jurisdiction.
- 12.2.** We want to address your concerns without the need for a formal legal dispute. Before filing a claim against us, you agree to try to resolve the dispute informally by notifying us of the actual or potential dispute. Similarly, we will provide notice to you of any actual or potential dispute to endeavor to resolve any claim we may possess informally before taking any formal action. The party that provides the notice of the actual or potential dispute (the "Notifying Party") will include in that notice (a "Notice of Dispute") the name of the company, the Notifying Party's contact information for any communications relating to such dispute, and sufficient details regarding such dispute to enable the other party (the "Notified Party") to understand the basis of and evaluate the concerns raised. If the Notified Party responds within five (5) days after receiving the Notice of Dispute that it is ready and willing to engage in good faith discussions in an effort to resolve the dispute informally, then each party shall promptly participate in such discussions in good faith. If, notwithstanding the Notifying Party's compliance with all of its obligations under the preceding paragraph, a dispute is not resolved within seven (7) days after the Notice of Dispute is sent (or if the Notified Party fails to respond to the Notice of Dispute within five (5) days), the Notifying Party may initiate a proceeding as described below. If either party purports to initiate arbitration without first providing a Notice of Dispute and otherwise complying with all of its obligations under the preceding paragraph, then, notwithstanding any other provision of these Terms, the arbitrator(s) will promptly dismiss the claim and will award the other party all of its costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with such Dispute.
- 12.3.** You agree to arbitrate and agree to resolve any disputes that are not resolved informally as described above through final and binding arbitration as discussed herein, except as set forth under exceptions below.

- 12.4.** You agree that the American Arbitration Association ("AAA") will administer the arbitration under its Commercial Arbitration Rules (the "Rules"). The Rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the Rules (The AAA provides a general Demand for Arbitration). Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the Rules. The arbitrator(s) shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit, subject to any effective and enforceable limitations of liability or exclusions of remedies set forth herein.
- 12.5.** Notwithstanding any language to the contrary, if a party seeks injunctive relief that would significantly impact other Platform or Services users as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge, or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may, if selected by either party or as the chair by the two party-selected arbitrators, participate in the arbitral panel.
- 12.6.** Except as and to the extent otherwise may be required by law, the arbitration proceeding, and any award shall be confidential.
- 12.7.** You further agree that the arbitration will be held in the English language in New York, New York, or, if you so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means. Filing costs and administrative fees shall be paid in accordance with the AAA Rules; provided that the prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with the arbitration proceeding, in addition to any other relief it may be awarded. This agreement to arbitrate shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Terms.
- 12.8.** You agree that, notwithstanding anything to the contrary in the Rules, the arbitration of any dispute shall proceed on an individual basis, and neither you nor us may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "Collective Arbitration"). Without limiting the generality of the foregoing, a claim to resolve any dispute against us will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.
- 12.9.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE

DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE, ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED.

- 12.10.** Notwithstanding your agreement to arbitrate disputes, we and you retain the right to bring an action of less than \$50,000.00 in a court of competent jurisdiction in New York, New York. You hereby consent to the personal jurisdiction of the city, state, and federal courts located in New York, New York for any lawsuit arising from or related to the Terms.
- 12.11.** Except as otherwise required by applicable law or provided in these Terms, in the event that the agreement to arbitrate is found not to apply to you or your dispute, you agree that any judicial proceeding may only be brought in a court of competent jurisdiction in New York, New York. We and you irrevocably consent to venue and personal jurisdiction there; provided that either party may bring any action to confirm an arbitral award in any court having jurisdiction.
- 12.12.** This consent to arbitrate shall survive the termination or expiration of these Terms. With the exception of the provisions of this agreement to arbitrate that prohibit Collective Arbitration, if a court decides that any part of this agreement to arbitrate is invalid or unenforceable, then the remaining portions of this agreement to arbitrate shall nevertheless remain valid and in force. In the event that a court finds the prohibition of Collective Arbitration to be invalid or unenforceable, then the entirety of this agreement to arbitrate shall be deemed void (but no provisions of these Terms unrelated to arbitration shall be void), and any remaining dispute must be litigated in court pursuant to the preceding paragraph.
- 12.13.** The existence of and all information regarding any dispute, except for those brought under Section 12.10 herein, will be held in strict confidence by the parties and will not be disclosed by either party except as reasonably necessary in connection with the conduct of the arbitration or the confirmation or enforcement of any arbitral award. Any such permitted disclosure will, to the maximum extent reasonably practicable, be made subject to the obligations of confidentiality at least as stringent as the provisions of this paragraph. If any disclosure of information regarding any dispute is required under applicable law, the parties shall reasonably cooperate with one another to obtain protective orders or otherwise to preserve the confidentiality of such information.

## **13. MISCELLANEOUS**

### **13.1. Assignment.**

- 13.1.1.** We may assign, pledge, delegate or otherwise transfer these Terms or their rights, powers, remedies, obligations, and duties of performance under these Terms at any time. Any such assignee will have all rights as if originally named in these Terms instead of us. You may not assign these Terms or any rights hereunder, or delegate any of your obligations or duties of performance, without our express written consent.

### **13.2. Termination of Services.**

- 13.2.1.** These Terms are effective when you start an application for our Services and Platform and continue until terminated by either you or us.
- 13.2.2.** You may terminate these Terms by paying all amounts owed to Receive ("Outstanding Balance") and providing notice to us. However, you acknowledge that you shall remain responsible for any and all charges, fees, fines, or other funds owed to Receive even after you have ceased using Receive's Platform, Services, or terminated these Terms. Your payment and our acceptance of any amounts of funds or the Outstanding Balance does not extinguish or waive any of our rights hereunder.
- 13.2.3.** By reapplying for, reopening, or otherwise attempting to access or use the Platform, Services or Cards, you agree to be bound by the Terms in effect at the time of such action.
- 13.2.4.** We may terminate or suspend your account and revoke your access to our Services and/or Platform by giving you notice in accordance with Section 7.
- 13.2.5.** Upon termination or suspension of the Services and access to the Platform, your Cards shall immediately expire and shall no longer be usable. If, at the time the Services are terminated and your access to the Platform has been revoked, you owe Receive an Outstanding Balance, you authorize Receive to recover the Outstanding Balance from your payment service provider or Processor.
- 13.2.6.** All provisions relating to Payments and Fees (Section 4), Representations, Disclaimers, and Warranties (Section 8), Limitation of Liability (Section 9), Indemnification (Section 10), Governing Law (Section 11), Dispute Resolution (Section 12), Security Interest (Section 16), and any other provisions of these Terms that by their nature give rise to continued obligations of the parties, will survive termination of these Terms.
- 13.3. Non-waiver.**

  - 13.3.1.** Any waiver, modification, or indulgence that we provide to you, of any kind or at any time, applies only to the specific instance involved and will not act as a general waiver or a waiver, modification, or indulgence under these Terms for any other or future acts, events, or conditions. Further, any delay in enforcing our rights under these Terms does not constitute forfeiture of such rights. Any waiver must be in writing.
- 13.4. Entire agreement.**

  - 13.4.1.** These Terms, including incorporated Terms and the Business Mastercard Agreement ("Cardholder Agreement"), comprise the entire understanding of the parties with respect to the subject matter described and supersede all other proposals or previous understandings, written or oral, between the parties.
- 13.5. Severability.**

  - 13.5.1.** If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving the original intent of the parties. If such modification is not possible, the provision shall be severed, and the remaining provisions of these Terms shall continue in full force and effect. The invalidity of

any provision in any particular jurisdiction shall not affect the validity of that provision in any other jurisdiction.

**13.6. Force Majeure**

**13.6.1.** Neither party shall be liable for any delay or failure to perform its obligations under these Terms (other than payment obligations) to the extent that such delay or failure results from causes beyond the reasonable control of such party, including acts of God, natural disasters, pandemics, epidemics, war, terrorism, riots, embargoes, acts of governmental authorities, power failures, internet or telecommunications failures, cyberattacks, or labor disputes. The affected party shall provide prompt written notice to the other party of such force majeure event and shall use commercially reasonable efforts to mitigate the effects thereof.

**14. CHANGES TO THESE TERMS**

**14.1.** We may modify these Terms, including any supplements or addenda, by posting an amended version and including the date of the revision. The amended version will be effective at the time we post it, unless otherwise noted. If such modifications constitute a material change to these Terms, we will provide you with reasonable prior notice before the modifications become effective to you.

**14.2.** These Terms may take effect immediately in exigent circumstances, including where required to comply with applicable law, regulation, or to avoid or mitigate any material risk, loss or damage. If you do not accept any such modification, you must stop your use of the Platform and cancel your account. If you continue to use the Platform, Services or Cards after any such modification takes effect as provided in the applicable notice, you will be deemed to have consented to the revised Terms.

**15. NOTICES TO US**

**15.1.** Except as may be otherwise specified in these Terms, notices from you to us will be provided via the Platform, with a copy sent concurrently by email to [operations@receivecorp.com](mailto:operations@receivecorp.com). Each notice will be deemed to be effective on the first business day following the day that you post such notice as provided in this section.

**15.2.** Our mailing address is:  
Receive Corp  
502 Salem Street  
Paramus NJ, 07652