

USER AGREEMENT & TERMS OF USE

Effective Date: October 13, 2025

About Your Account

Welcome to Cashmit,

This user agreement is a contract between you and Cashmit, Inc. governing your use of your Cashmit, Inc. account and the Cashmit, Inc. services. It applies to U.S. Cashmit Inc. accounts only. If you are an individual, you must be a resident of the United States or one of its territories and at least 18 years old, or the age of majority in your state of residence to open a U.S. Cashmit, Inc. account and use the Cashmit, Inc. services. If you are a business, the business must be organized in, operating in, or a resident of, the United States or one of its territories to open a U.S. Cashmit, Inc. account and use the Cashmit, Inc. services.

By opening and using a Cashmit, Inc. account, you agree to comply with all of the terms and conditions of this user agreement, including the **Fee pages**, and any upcoming changes described on the **Policy Updates** page at the time you accept this user agreement (which changes will apply to you on the indicated effective dates). These terms include an **agreement to resolve disputes by arbitration** on an individual basis. You also agree to comply with each of the other terms or agreements on the **Legal Agreements** page that apply to you and the following additional policies:

- **Acceptable Use Policy**
- **Electronic Communications Delivery Policy (E-Sign Disclosure and Consent)**

Please read carefully all of the terms and conditions of this user agreement, the terms of the above policies, and each of the other terms and agreements that apply to you.

We may revise this agreement and any of the other terms, agreements, or policies from time to time. The revised version will be effective immediately upon posting, **except where advance notice is legally required or otherwise expressly stated in the notice itself**. If our changes reduce your rights or increase your responsibilities, we will provide notice of such changes.

- For personal accounts, notice will include posting information about the changes on our **Policy Updates** page. If you accepted this user agreement prior to us posting notice of the changes on our **Policy Updates** page, then such notice will be provided at least 21 days before the applicable effective date.
- For business accounts, notice will include posting information about the changes on our **Policy Updates** page or providing information about the changes by other written means (which may include email). If you accepted this user agreement prior to us providing notice of the changes on the Policy Updates page or by other written means, then such notice will be provided at least 5 days before the applicable effective date.

By continuing to use our services after any changes to this user agreement or any of the other applicable terms, agreements, or policies, you agree to abide and be bound by those changes. If you do not agree with any changes to this user agreement, you may close your account.

Platform Role & Limitation of Liability

Cashmit Inc. provides digital wallet infrastructure and payment processing services through FDIC-insured accounts and debit card access. We do not sell or deliver goods or services, set prices, manage customer relationships, or act as a marketplace facilitator or Business Account of record. All transactions are initiated independently by users. Cashmit Inc. is not responsible for the quality, delivery, legality, or satisfaction of any product or service exchanged between parties.

Opening a Cashmit Inc. Account

We offer two types of Cashmit, Inc. accounts: Cashmit Inc. personal accounts (or “personal accounts”) and Cashmit Inc. business accounts (or “business accounts”), both covered by this user agreement.

All Cashmit Inc. accounts let you do things like:

- **Send** and receive money.
- **Buy** things online, using mobile devices or in stores.
- Make payments using your debit card, bank account, or other payment options, including funds held as balance in a business account (if we have verified the **required identifying information** you provide to us) or funds held in a Cashmit Inc. Balance account linked to a personal account if you choose to open a Cashmit Inc. Balance account. The terms “Cashmit Inc. Balance account” or “Balance Account” in this user agreement are used to refer to a Cashmit Inc. Balance account and shall include any account currently or previously known as a Cashmit Inc. Cash or a Cashmit Inc. account, as applicable. More information about Balance Accounts can be found in the **Cashmit Inc. Balance Terms and Conditions**.
- Accept debit card, bank account, Balance Account, and other payment methods from others.

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, or any other codes that you use to access your Cashmit Inc. account and the Cashmit Inc. services. You must keep your mailing address, email address and other contact information current in your Cashmit Inc. account profile.

Personal accounts

If you primarily need to make purchases and send personal transactions to family and friends, a personal account is probably right for you. With a personal account you can do things like:

- **Send** personal transactions to and request personal transactions from friends and family.
- **Buy** goods and services.

You can also use a personal account to receive money for the sale of goods and services and hold that money in a linked Balance Account or transfer it to a linked bank account or debit card if you do not open a Balance Account, but if you plan to use your personal account primarily to sell things, you should open a business account. You can also convert your personal account to a business account should circumstances change.

Business accounts

We recommend business accounts for people and organizations that primarily use Cashmit Inc. to sell goods or services or to receive donations, even if your business is not incorporated. With a business account, you can do things like:

- Use a company or business name as the name on your business account.
- Allow employees access to some of the features of your business account.
- Sign up for **Cashmit Inc. products** that meet your business needs.

Business accounts may be subject to fees that differ from the fees applicable to personal accounts. Business accounts are not eligible to receive “**personal transactions**”, although they may send personal transactions to friends and family with an eligible Cashmit Inc. account.

By opening up a business account or converting a personal account to a business account, you certify to us that you are using it primarily for a business or commercial purpose. You also consent to Cashmit Inc. obtaining your personal and/or business credit report from a credit reporting agency at account opening and whenever we reasonably believe there may be an increased level of risk associated with your business account.

Closing Your Cashmit Inc. Account

You may close your Cashmit Inc. account and terminate your relationship with us at any time without cost, but you will remain liable for all obligations related to your Cashmit Inc. account even after the Cashmit Inc. account is closed. When you close your Cashmit Inc. account, we will cancel any scheduled or incomplete transactions. If you have a Balance Account linked to a personal account, you must **withdraw** or transfer any funds held in your Balance Account before closing your personal account, and closing a personal account will result in Cashmit Inc. automatically closing any linked Balance Account. If you have a business account, you must **withdraw** or transfer any balance from your business account before closing it, and if you have not provided the **required identifying information** to us, or if we are unable to verify the **required identifying information** you provide, you must transfer any balance in your business account to a linked bank account or debit card.

In certain cases, you may not close your Cashmit Inc. account, including:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If your Cashmit Inc. account has a negative balance.
- If your Cashmit Inc. account is subject to a hold, limitation or reserve.

User Responsibility and Device Security

You are solely responsible for maintaining control over your registered device and phone number. Our services rely on device-level and number-based authentication. Any access or transactions made from a device that has been verified using your registered number and authenticated successfully will be considered authorized by you.

You agree not to share your device or credentials with any unauthorized party. If your device is lost, stolen, or compromised, you are responsible for notifying us immediately so we can suspend or restrict account access.

Link or Unlink a Payment Method

You may link or unlink certain payment methods to your Cashmit account, including **U.S. bank accounts, debit cards, or Visa® and Mastercard® cards** issued by eligible financial institutions. If you open a Balance Account, it will be linked to your personal account as a payment method and can be unlinked by withdrawing all funds and closing it.

Before linking a payment method, you should review and understand the consumer protection rights available for different payment sources under the **Electronic Fund Transfer Act (EFTA)** and the **Fair Credit Billing Act (FCBA)**, which apply differently to bank accounts and card transactions.

Certain Cashmit transfers are processed **in real time** once authorized by you. **Such transactions are immediate, final, and non-reversible** once confirmed. By linking and using a payment method, you agree that Cashmit may process transactions through your chosen method immediately upon your authorization and that **Cashmit has no obligation to cancel, reverse, or refund** successfully authorized payments.

You must keep your payment-method information current (for example, card number and expiration date). Cashmit may update this information automatically using information provided by your bank or card network. If you do not want Cashmit to update your payment method, you may unlink it from your account.

Cashmit may verify your payment method by authorizing or sending small test transactions (credits or debits) to your linked account or card. You authorize Cashmit to make such entries for verification and adjustment purposes. Any verification transactions will be automatically reversed or adjusted once confirmation is complete.

Authorization to Charge Your Payment Method

General authorization to charge your payment method

By linking a payment method to your Cashmit Inc. account, as described in the section **Link or Unlink a Payment Method**, you authorize Cashmit Inc. to charge such linked payment method (a) whenever you choose such linked payment method to send money or purchase something using Cashmit Inc., (b) in connection with any errors, claims, or disputes, and (c) for amounts you owe to Cashmit Inc.

Authorization of specific transactions

Each time you send money using the Send Money feature in your Cashmit Inc. account, you authorize Cashmit Inc. to charge the selected payment method for the amount you are sending and any applicable fees.

Each time you use Cashmit Inc. to purchase something from a seller or make a donation, you authorize Cashmit Inc. to charge your selected or backup payment method for the amount specified during the checkout process and any applicable fees. If the amount of your transaction changes after checkout, you authorize Cashmit Inc. to charge the selected or backup payment method for the revised amount (for example, if the amount increases because you add another product or service (e.g., expedited delivery), the amount decreases, or the amount is split because a portion of your order is canceled or delayed).

If you have entered into an automatic payment agreement with a seller, you authorize Cashmit Inc. to charge your preferred or selected payment method each time you make a purchase from the seller, including via recurring payments or any other future transactions scheduled in advance. If your preferred or selected payment method cannot be charged, you authorize Cashmit Inc. to charge the relevant backup payment method linked to your Cashmit Inc. account.

Revoking your authorization

You can revoke our authority to charge a payment method by unlinking that payment method from your Cashmit Inc. account as described in the section **Link or Unlink a Payment Method**. Such revocation only applies to transactions that are initiated, by you or by a seller, after you unlink the payment method. It does not affect our authority to charge the payment method for a transaction you have already authorized, including our authority to re-present a charge to the unlinked payment method or charge the unlinked payment method as a backup payment method if the original transaction occurred before you unlinked that payment method. Unlinking a payment method also does not revoke our authority to charge or credit the payment method in

connection with an error, dispute, or claim with respect to a transaction initiated before you unlinked that payment method. If there is a pending transaction with a seller where you have authorized the transaction, but the seller has not yet completed the transaction, you may not be able to unlink the payment method used until the transaction is completed.

Receiving Funds, Holding a Balance, or Transferring Funds

Unless otherwise expressly stated, all references to “funds” in this user agreement mean money denominated in sovereign U.S. currency and not cryptocurrency or any other form of asset.

Personal accounts

Money sent to your personal account cannot be held as a balance within the personal account itself. When you receive money, you can:

- **Transfer the funds** to your linked U.S. bank account or eligible debit card through a standard transfer at no cost.
- **Send the funds using an Instant Transfer** to your linked debit card or bank account, subject to applicable transfer fees disclosed at the time of the transaction.
- **Open a Balance Account** to hold funds for future use, including purchases or person-to-person transfers. A Balance Account is separate from your personal account and will automatically be linked to it. If you also open a Cashmit Debit Card, the card will allow you to access the balance in your Balance Account and will appear as a payment method in your Cashmit checkout. Additional terms governing Balance Accounts can be found in the *Cashmit Balance Terms and Conditions*.

How Cashmit Transfers Work

Cashmit enables **instant wallet-to-wallet and bank transfers** through the **RTP® (Real-Time Payments) network** and the **FedNow® Service**, allowing funds to move within **seconds to minutes — 24 hours a day, 7 days a week, including weekends and U.S. federal holidays**.

Instant transfers are processed continuously and do not depend on traditional banking hours. Funds are typically available to the recipient immediately after the transaction is authorized and confirmed by both financial institutions involved.

In rare circumstances, such as **network maintenance, partner bank downtime, or compliance review**, Cashmit may automatically route your transaction through alternative rails:

1. **Same-Day ACH:** processed and settled within the same business day when possible.
2. **Standard ACH:** processed within **1–2 business days**, used only as a **last-resort fallback** when instant networks are temporarily unavailable.

Transfer times may vary if:

- The receiving bank does not yet support RTP or FedNow transactions.
- Your bank is conducting maintenance or security reviews.
- The transaction triggers required **anti-fraud, compliance, or security checks**.

Cashmit will notify users within the app or by email if an instant transfer is rerouted to ACH processing. All transfers are encrypted and processed in accordance with federal payment network standards.

Finality of Instant Transfers

Instant Transfers are **final, irrevocable, and non-refundable once authorized and confirmed**. By initiating an Instant Transfer, you acknowledge and agree that:

- The transaction will be processed immediately and cannot be canceled or reversed once completed.
- Cashmit does **not** offer refunds or charge reversals for completed Instant Transfers, **except when required by applicable law or valid court order**.
- You are solely responsible for verifying all transaction details, including the recipient's identity and payment information, before submitting the transfer.
- Cashmit is not liable for losses resulting from user error, incorrect recipient details, or transfers sent to unintended parties.

FDIC Coverage and Custodial Structure

Funds in your Balance Account are placed by Cashmit, acting as your **agent and custodian**, into one or more **pooled custodial accounts** at U.S. banks insured by the **Federal Deposit Insurance Corporation (FDIC)** (the "Program Banks").

- **FDIC insurance applies at the pooled FBO (For Benefit Of) account level** maintained by Cashmit, **not directly to individual user accounts**.
- Funds that are not placed at a Program Bank, or that are otherwise held temporarily before settlement, represent unsecured claims against Cashmit Inc. and **are not eligible for FDIC pass-through insurance**.

You will not receive any interest or return on funds held with Cashmit.

Business accounts

Money sent to a Business Account may be held directly as a balance in that account, subject to applicable verification requirements. The functionality of your Business Account depends on whether we have verified the identifying information you provide.

Required Identifying Information:

- **For sole proprietorships:** full name, physical address, date of birth, and taxpayer identification number.
- **For other business entities:** legal business name, business address, taxpayer identification number, and proof of business existence.

If we have **not yet verified** the required identifying information, funds in your Business Account can only be:

- Transferred to a linked U.S. bank account or debit card, or
- Used to satisfy amounts you owe to Cashmit (for example, fees, adjustments, or chargebacks).

If we have **successfully verified** the required identifying information, your balance may be:

- Held within your Business Account,
- Transferred to a linked bank account or debit card,
- Used to make payments to others, or
- Used to fund purchases via eligible Cashmit services.

Instant Transfers and Finality

Certain Cashmit transfers are processed in real time once authorized. **Instant Transfers are final, irrevocable, and non-refundable once completed.**

By initiating an Instant Transfer or withdrawal, you acknowledge and agree that:

- The funds will be transmitted immediately and cannot be canceled or recalled once processed.
- **Cashmit has no obligation or ability to reverse, refund, or recover** funds from completed Instant Transfers, except where required by law, court order, or applicable network rules.
- You are solely responsible for verifying the recipient's identity and transaction details before confirming a payment.
- Cashmit is not liable for any losses arising from user error, duplicate transfers, or misdirected payments once the transfer has been executed.

Cashmit may delay, review, or reject a transfer if it reasonably suspects fraud, regulatory noncompliance, or other risk. You will be notified if such an action is taken.

Custodial Structure and FDIC Coverage

Funds held in your Business Account are maintained by Cashmit, **as your agent and custodian**, in pooled custodial accounts at one or more U.S. banks insured by the **Federal Deposit Insurance Corporation (FDIC)** (“Program Banks”).

- FDIC insurance applies at the **pooled FBO (For Benefit Of)** account level, **not individually** to each user’s account.
- Funds not yet placed at a Program Bank—or temporarily held during settlement—represent **unsecured claims against Cashmit Inc.** and are **not eligible for FDIC pass-through insurance**.
- Cashmit may combine these funds with those of other users and invest them in liquid, permissible investments in accordance with state money-transmitter regulations.
- Cashmit retains ownership of any interest or earnings from these investments.
- These pooled funds are held separate from Cashmit’s corporate operating funds and will not be voluntarily made available to creditors in the event of insolvency.

You will not receive any interest, dividend, or other return on the funds held with Cashmit..

Restrictions on transfers or withdrawals from Cashmit Inc. accounts

To protect us and our users from loss, we may delay a withdrawal, in certain situations, including if we need to confirm that you have authorized the withdrawal or if other payments to your Cashmit Inc. account have been subject to a reversal (for example, as a result of a **chargeback**, bank reversal, or **dispute by a buyer**). If we place a **limitation** on your Cashmit Inc. account, a payment is subject to a hold, or your account or an associated account has a negative balance in U.S. currency while a withdrawal from your Cashmit Inc. account is pending, you will have to reinitiate the withdrawal once the limitation or hold has been lifted, or negative balance is fully paid off.

We may set limits on your withdrawals. Completing two out of three of the following steps can help us verify your Cashmit Inc. account, which may allow us to increase your withdrawal limit:

- Verifying your bank account.
- Linking and confirming your debit card information.

- Providing your social security number.

Taxes and Information Reporting

General information

Our consumer and business fees are exclusive of any taxes, charges, or similar assessments of any nature, including, without limitation, value-added, sales, digital services, stamp, transfer, or withholding taxes, assessable by any jurisdiction or governmental authority (collectively, “Taxes”)

Each party is responsible for their own taxes arising from the use of Cashmit Inc. services. Cashmit Inc. does not collect, withhold, or remit any taxes on your behalf.

Paying for Cashmit Inc.’s services

If you are paying for a Cashmit Inc. service, you agree to pay to Cashmit Inc. the amount of any legally applicable Taxes imposed on any amount due from you to Cashmit Inc..

If you withhold any Taxes, the amount payable to Cashmit shall not be reduced. Cashmit is entitled to receive the full amount that would have been received had there been no withholding. If you withhold any Taxes, the amount payable by you to Cashmit Inc. shall not be decreased by the amount withheld. You agree that Cashmit Inc. is entitled to receive the full amount that would have been received had there been no withholding of any Taxes. Upon request by Cashmit Inc., you will deliver to Cashmit Inc. in a timely manner any written documentation evidencing your payment of Taxes to the relevant authorities.

User Tax Responsibility

Cashmit Inc. is not a marketplace, Business Account, or tax agent. You are solely responsible for calculating, reporting, and remitting any applicable local, state, or federal taxes (including sales

tax or income tax). We do not withhold or remit taxes on your behalf. Business users are advised to maintain records and consult with a qualified tax advisor.

Your additional responsibilities and acknowledgments

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is solely your responsibility to assess, collect, report, and remit the correct taxes to the appropriate authority. Cashmit Inc. is not responsible for determining whether any taxes apply to your transaction, or for calculating, collecting, reporting, or remitting taxes on your behalf. Our role is limited to providing infrastructure and, where required, issuing informational tax forms.

You acknowledge that Cashmit Inc. may have a legal obligation to make reports, and will make such reports, to tax authorities regarding transactions that we process on your behalf.

Informational Reporting (IRS Form 1099-K)

Cashmit Inc. uses a third-party service provider (such as Tax1099) to issue IRS Forms 1099-K when legally required. This may occur if your account meets federal or applicable state reporting thresholds, such as more than 200 transactions and \$20,000 in total volume annually (or \$600 in certain states). The 1099-K form is for informational purposes only and does not imply that Cashmit Inc. is acting as your employer, Business Account, or tax agent. You remain solely responsible for determining your own tax obligations and reporting any taxable income. Cashmit Inc. does not provide tax advice and encourages you to consult a qualified tax advisor.

Additional information can be found in our **Help Center**.

Information reporting

Cashmit Inc. may request that you provide your tax identification number and any other tax-related documentation or information required under applicable law. You agree to provide accurate, complete, and up-to-date information upon request and to maintain this information in your Cashmit account at all times.

If you fail to provide or update the required tax information, Cashmit Inc. may place limitations or holds on your account and may be required to withhold taxes at the applicable rate on gross payments received. Any amounts withheld will be remitted directly to the appropriate tax authorities in accordance with applicable law.

Once funds have been withheld and remitted to the tax authorities, **Cashmit Inc. is legally prohibited from reversing or refunding those amounts.** You acknowledge and agree that Cashmit Inc. bears no responsibility or liability for any loss, delay, or claim arising from such mandatory withholdings or from your failure to provide accurate tax information.

Account Statements

You have the right to receive an account statement showing your Cashmit Inc. account activity. You may view your Cashmit Inc. account statement by logging into your Cashmit Inc. account. If you have a Balance Account linked to your personal account, you will receive two statements: one showing all transactions in your personal account and an additional statement showing only transactions involving your Balance Account.

Sending Money and Buying

Sending Money to a Friend or Family Member

Sending money

You can send money to another individual or business using the Send Money feature in your Cashmit account. Transfers can be initiated using the recipient's registered email address, mobile number, or Cashmit ID, in U.S. dollars. You may select an eligible linked payment method such as a debit card or bank account to fund the transfer.

If the recipient does not yet have an eligible Cashmit account, they may claim the funds by opening one. If the recipient fails to claim the funds within the applicable time period defined by Cashmit, the transaction may be canceled and the amount returned to the sender, **unless the transfer has already been processed as an instant and final payment.**

Cashmit may, at its discretion, impose transaction limits or require additional verification before completing a transfer.

Instant Payments

When you send money using an instant payment method, the transfer is processed immediately and is considered final once completed. **Instant payments are irrevocable, non-reversible, and non-refundable.** Once funds have been transmitted to the recipient's account, Cashmit has no ability or obligation to recover or return those funds, except where required by law, court order, or applicable network rules.

You are solely responsible for confirming the recipient's information and payment amount prior to authorizing a transaction. Cashmit is not liable for any loss or misdirected payment resulting from incorrect or incomplete recipient details provided by you.

Refunds for Declined or Unclaimed Transfers

If a transfer is not completed because the recipient declines or fails to claim the funds before the expiration period and the transaction has not been processed as an instant payment, Cashmit will refund the money as follows:

- To the original payment method if it was funded by debit card, Balance Account, or business account balance; or
- To your Cashmit account balance if the original funding source was a bank account and the refund cannot be processed back to that bank.

Refunds are not available for transactions processed through instant payment networks or any transaction marked as completed.

Fees for Sending Money to Friends and Family

The fees applicable to sending personal transactions to an eligible Cashmit Inc. account can be found on our **Consumer Fees page** and will be disclosed to you in advance each time you initiate sending a personal transaction to a friend or family member. If you use your credit card as the payment method when sending money, you may also be charged a cash-advance fee by your card issuer.

If you send money to a friend's or family member's eligible Cashmit Inc. account from a third party (non-Cashmit Inc.) website or by using a third party's product or service, then the third party will determine if the sender or recipient pays the fee. This will be disclosed to you by the third party before the payment is initiated.

You can also use the Send Money feature in your Cashmit Inc. account to pay another Cashmit Inc. account for goods or services. You will not be charged any transaction fee for sending money to purchase goods or services as long as you send the money as a commercial transaction (often referred to as using the "Send Money for Goods and Services" feature in your Cashmit Inc. account). In that case, the seller will pay a fee. You must not send money as a personal transaction (often referred to as using the "Send Money to a Friend or Family Member" feature in your Cashmit Inc. account) when you are paying for goods or services. Note that the "Send Money to a Friend or Family Member" feature may not be available when sending money to a business account as such accounts may not be eligible to receive personal transactions.

Buying Something From, Donating to, or Returning Something to, a Seller Who Accepts Cashmit Inc.

How to purchase something or make a donation

You can purchase something from a seller who accepts Cashmit Inc. or make a donation, that the recipient accepts and that Cashmit Inc. supports using any **payment method** linked to your Cashmit Inc. account. This includes, for example:

- Purchasing something at an online retailer's website and selecting Cashmit Inc. as your payment method at checkout.
- Sending money to a seller for goods or services.
- Using your Cashmit Inc. account to purchase something at a seller's physical store using an electronic terminal, subject to certain limitations.
- Using your Cashmit Inc. account to purchase something at a seller's physical store using your own mobile device and a QR code, subject to certain limitations.

- Making donations using Cashmit Inc..

If you send a payment to a seller who sells goods or services and that seller does not yet have an active Cashmit account, the seller may claim the payment by opening a qualifying Cashmit account and completing verification within the required timeframe.

If the seller does not open and verify a Cashmit account within **30 days**, the payment may be canceled and the funds returned to you, **provided that the payment has not already been processed as an instant and final transaction.**

Once a payment has been processed and settled to the recipient through Cashmit's instant payment network, it becomes **final, irrevocable, and non-refundable**. Cashmit has no ability or obligation to recover or return such funds except as required by law, court order, or applicable payment-network rules

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In order to manage risk, Cashmit Inc. may limit the payment methods available for a transaction when you purchase something or make a donation. In addition, payment methods may be limited for certain sellers or recipients, including Cashmit Inc. payments made through certain third-party websites or applications.

When you authorize a payment to a seller who accepts Cashmit Inc., some sellers may take up to 30 days to complete the transaction. In these instances, your payment may appear as a pending order in your Cashmit Inc. account. In that case, your authorization of the payment will remain valid until the seller completes the transaction (but no longer than 30 days). If you used a debit card as the payment method, your debit issuer also may show a pending authorization for a period of time until they release the hold or receive a completed transaction.

Fees

When you purchase something from a seller who accepts Cashmit Inc. or make a donation, you don't pay a fee to Cashmit Inc.

In addition you may be required to pay a fee to Cashmit Inc. if you are making a purchase using Cashmit Inc. **Business Payments** and the seller discloses to you that you, as the buyer, must pay the fee.

Payment review

When Cashmit Inc. identifies a potentially high-risk transaction, we review the transaction more closely before allowing it to proceed. When this happens, Cashmit Inc. will place a hold on the transaction and notify the seller to delay shipping of the item. As a buyer, this may delay your receipt of the item you purchased. If we clear the transaction, we will notify the seller and direct them to ship the item. If we don't clear the transaction, we will cancel it and return the funds to you, **except where Cashmit is legally obligated or reasonably required by regulators, law enforcement, or applicable law to take alternative action.**

Automatic payments

Some sellers who accept Cashmit Inc. allow you to store Cashmit Inc. as the payment method for future purchases with that seller. When you store Cashmit Inc. as a payment method with a specific seller, you agree with the seller that they can use Cashmit Inc. to request payment for future transactions between you and the seller. The agreement between you and the seller may allow you to authorize and schedule a payment to the seller in advance on a one-time, sporadic, or recurring basis. Examples of automatic payments that can be arranged by you with a seller include those that Cashmit Inc. calls a "billing agreement," "subscription," "recurring payment," "reference transaction," "preauthorized transfer"; or "preapproved payment."

If you have a personal account, you may cancel a recurring automatic payment 3 **Business Days** or more before the date of the next scheduled payment from your account settings or by contacting us through the **Cashmit Inc. Help Center**, or by calling Cashmit Inc. at +1 (888) 887-6036. If you order us to stop one of these payments 3 **Business Days** or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Once your automatic payment authorization is canceled, all future automatic payments under your agreement with that seller will be stopped. If you cancel an automatic payment authorization, you may still owe the seller money for purchases that have been authorized but not completed, or you may still have additional obligations to the seller for any goods or services that you receive but have not paid for.

If you have given advance payment authorization to a seller that permits a seller to take or receive payments from your Cashmit Inc. account on a regularly recurring basis (for example, every month or otherwise on a routine billing cycle), and if such payments will vary in amount, you have the right to advance notice of the amount and date of the transfer from the seller at least 10 days before the transfer is made. If the seller provides the option, you may choose to receive this advance notice only when the amount of your automatic payment will fall outside a range established between you and the seller.

Refunds

When you purchase goods or services through Cashmit, any refund related to that transaction is issued solely by the seller or business account, in accordance with their refund or return policy. Cashmit does not control and is not responsible for a seller's decision to issue or deny a refund.

If a refund is initiated and the original payment was not processed as an instant or final payment, Cashmit will credit the refund to the same payment method originally used for the transaction whenever possible. Specifically:

- If you paid using a debit card, Balance Account, or business account balance, the refund will be credited to that same funding source.
- If you paid using a linked bank account under a personal account, Cashmit will attempt to refund the funds to that bank account. If a refund to your bank is not possible, Cashmit may refund the funds to your Balance Account if available.
- If you do not have a Balance Account, the refund will remain available to claim through one of the available transfer methods under *Receiving Funds*, *Holding a Balance*, or *Transferring Funds* for personal accounts.
- For business accounts, if a refund to the linked bank account is not possible, the funds will be returned to your business account balance.

Instant and Final Payments

Payments processed through Cashmit's instant-transfer network are **final, irrevocable, and non-**

refundable once completed. Once funds have been delivered to the recipient's account, Cashmit has **no ability or obligation to recover or return** those funds except where required by law, court order, or applicable payment-network rules.

If a seller voluntarily issues a refund after an instant transfer, Cashmit will process that refund as a new transaction from the seller to you.

Payment Method Used for My Transaction

Selecting a preferred payment method

You can choose any of the payment methods in your Cashmit Inc. account as your preferred payment method. You can select a preferred payment method in your account preferences on **<https://pre.cashmit.com>** or in the Cashmit Inc. app, or when checking out with Cashmit Inc. online. There may be times when your preferred payment method cannot be used, for example, if you select a credit card that is expired.

You can set separate preferred payment methods for online transactions, in-store transactions, and each of your automatic payment agreements, as described below.

If you have chosen a preferred payment method, it will be shown as the primary method of payment.

If you have not chosen a preferred payment method, you can always choose the payment method to be used for the specific transaction.

The availability of certain payment methods may be limited based on that particular seller or the third-party website you are using to complete the transaction.

If you have not chosen a preferred payment method for online transactions, when you choose a debit card, bank account, or balance with Cashmit Inc. during a one-time online purchase, you are also providing your express consent to make that your preferred payment method for future one-time online purchases.

If you have not selected a preferred payment method, or your preferred payment method is unavailable, we will show you your available payment methods. You can also see all of your available payment methods, or add a new one, and select a payment method during the transaction.

Backup payment method

Certain one-time online transactions may require that a backup payment method be used in the event that your selected or preferred payment method is unavailable. In those instances, the backup payment method may be displayed to you on your transaction review page before you complete the transaction.

Sending money using the Send Money feature

When you send money using the Send Money feature in your Cashmit Inc. account to eligible Cashmit Inc. accounts within the U.S. using balance in your Balance Account linked to your personal account, the balance in your business account, or your bank account, we waive all fees charged to you (as per our **Fee pages**), so we always show you these payment options first, even if you have a set preferred payment method for your online purchases. You always have the choice to select any payment method in your Cashmit Inc. account during the Send Money experience. If you select a payment method with a fee, we will always show you the fee before you send money.

Automatic payments

Some sellers allow you to store Cashmit Inc. as the way you pay when making purchases on their site, so you can check out faster. Often, this entails creating an agreement with the seller that permits them to request that we charge your Cashmit Inc. account each time you make a purchase.

When you first set up an automatic payment agreement or store Cashmit Inc. as a payment method with a seller, you may have the option to set up a preferred payment method for such agreement. You can review, set, or change a preferred payment method for an automatic payment agreement in your account settings on <https://pre.cashmit.com> or in the Cashmit Inc. app.

Your preferred payment method for an automatic payment agreement will be used for transactions with that seller. If you have available balance with Cashmit Inc., that balance may be used before your preferred payment method, depending on your applicable automatic payment agreement with the seller.

If you have not set a preferred payment method for an automatic payment agreement, or if your preferred payment method for an automatic payment agreement is unavailable (for example, due to fraud risk or because it is expired) you authorize Cashmit Inc. to charge the backup payment method in the following order, if applicable: 1. Balance Account or Cashmit Inc. Debit Card (which allows you to access your Balance Account), or balance in your business account (if we've been able to verify the required identifying information you provide to us); 2. Bank account (when Cashmit Inc. pays the recipient before we receive the funds from your bank); 3. Cashmit Inc. co-branded credit card; 4. Debit card; 5. R; and 6. E-check (when Cashmit Inc. waits to receive the funds from your bank before we pay the recipient). However, if a bank account is used as the payment method for a transaction and funding fails (for example, as a result of insufficient funds), Cashmit Inc. may attempt another payment method as a backup notwithstanding the order specified above. To help minimize disruptions in your automatic payments, we may update your payment method information associated with such automatic payments; see **Link or Unlink a Payment Method**.

Bank account transfers

Each time you use your bank account as a payment method, you authorize Cashmit Inc. to initiate a transfer from your bank account to the recipient. For these transactions, Cashmit Inc. will make electronic transfers from your bank account, as set forth under **Authorization to**

Charge Your Payment Method. You authorize Cashmit Inc. to re-present this transfer from your bank account up to two (2) times if the initial transfer is rejected by your bank for any reason. Adding money to your Cashmit Inc. balance (including your Cashmit Inc. Balance account balance) re-presentment is pending does not stop the original transfer from being re-presented by us to your bank.

If you use your Cashmit Inc. account to pay for an item and you select your bank account as the payment method for the transaction, remember that your Cashmit Inc. account is issued to you by Cashmit Inc. and not your bank. The terms, benefits, and protections associated with your Cashmit Inc. account may vary from those that apply to your bank account. If you use your Cashmit Inc. account to make a purchase that exceeds the balance in your linked bank account, you could incur overdraft fees, even if you chose not to allow overdrafts with your bank. Similarly, the liability limits applicable to your Cashmit Inc. account may differ from those applicable to your bank account.

E-Check

E-check is a payment method where you use your bank account as your payment method, and the payment is not received by the recipient until the transaction is processed from the bank. This process usually takes 4-7 **Business Days**, but this amount of time will increase if the payment is sent from a bank account located outside the United States.

Debit Card Transactions

Cashmit Inc. may process debit card transactions through the ATM debit network or the Visa, MasterCard, or Discover network, except for Cashmit Inc. Debit Card transactions you make in Cashmit Inc. checkout, which will be processed directly by Cashmit Inc. by debiting your Balance Account. If we process your debit card through an ATM debit network, we may provide you with the opportunity to switch to a Visa or MasterCard network. Choosing the Visa/Mastercard network may give you additional protection compared to the ATM debit

networks. You should contact your debit card issuer to learn more about your rights and remedies if you pay with your debit card.

Cashmit Inc.'s Purchase Protection Program

Cashmit does not act as a buyer protection or escrow service. Once a payment is authorized and successfully processed through Cashmit's instant payment network, the transaction is considered **final and non-reversible**. Cashmit does not offer refunds or chargeback protection for goods or services that are defective, not delivered, or otherwise disputed.

All refund, replacement, or dispute matters are handled **directly between the buyer and the seller** according to the seller's own policies. Cashmit is not responsible for the quality, delivery, legality, or any other aspect of goods or services purchased using its platform.

However, where required by applicable law, Cashmit may cooperate with law enforcement, financial regulators, or payment networks in the investigation of fraudulent activity, and may temporarily hold or restrict funds pending review.

Cashmit may, at its sole discretion, issue limited goodwill credits or support certain claims if there is clear evidence of system error or unauthorized access that meets the criteria under *Cashmit's Unauthorized Transaction Policy*.

Employee and Contractor Disbursement Services

Scope of Service

Cashmit Inc. ("Cashmit," "we," "our," or "us") provides limited-purpose **Employee and Contractor Disbursement Services** that allow verified businesses to transmit authorized **net wage, stipend, commission, or contractor payments** through regulated U.S. payment networks such as **ACH, RTP, and FedNow**.

Cashmit operates solely as a **licensed money transmitter and payment facilitator**.

We are **not** a payroll processor, employer of record, tax preparer, accountant, or benefits administrator.

Cashmit **does not calculate or withhold taxes**, issue tax forms, manage benefits, or provide legal, accounting, or employment advice of any kind.

Business User Responsibilities

Each business using Cashmit's Disbursement Services is **fully and exclusively responsible** for:

1. Determining worker classification (employee, contractor, or other);
2. Entering accurate recipient and bank details;

3. Confirming payment amounts and compliance with all applicable wage, labor, and tax laws; and
4. Maintaining all payment authorizations and records.

Cashmit **executes transactions exactly as submitted by the business user.**

We are **not liable** for incorrect, duplicate, or unauthorized payments caused by inaccurate instructions or account information provided by the business.

Finality of Instant Transfers

Once a disbursement is processed through an instant payment network (such as RTP or FedNow), it is considered final and cannot be reversed, recalled, or refunded by Cashmit.

Because of the real-time nature of instant transfers, **Cashmit assumes no responsibility for losses, misdirected funds, or payment errors** resulting from incorrect information or unauthorized instructions submitted by the business.

All liability for such transfers rests entirely with the originating business.

Selling and Accepting Payments

Accepting Payments

Receiving payments

If you use your Cashmit account to receive payments for the sale of goods or services or to receive donations, you must:

- Pay any applicable fees for receiving the funds.
- Not ask your buyer to send you money as a personal transaction (often referred to as using the “Send Money to a Friend or Family Member” feature). If you do so, Cashmit may remove your Cashmit account’s ability to accept payments from friends or family members.

By integrating into your online checkout/platform any functionality intended to enable a payer without a Cashmit account to send a payment to your Cashmit account, or by sending an **invoice** for a payment request, you agree to all further terms of use of that functionality which Cashmit will make available to you on any page on the Cashmit or Braintree website (including any page

for developers and our **Legal Agreements** page) or online platform. Such further terms include the **Cashmit Alternative Payment Methods Agreement**.

User Tax Responsibility

Cashmit Inc. is not a marketplace, Business Account, or tax agent. You are solely responsible for calculating, reporting, and remitting any applicable local, state, or federal taxes (including sales tax or income tax). We do not withhold or remit taxes on your behalf. Business users are advised to maintain records and consult with a qualified tax advisor.

Commercial entity status

If you are a seller, and the card payments you receive using the Cashmit services meet certain criteria, you are required under the applicable card network rules to agree to a Commercial Entity Agreement with each card network member bank that processes such card payments. Such criteria include you receiving card payments from:

- Cashmit account users where such card payments reach specified card network-defined volume thresholds, and/or
- Cashmit account users where such card payments fall within certain card network-defined business categories, and/or
- Buyers without a Cashmit account.

The applicable **Commercial Entity Agreement(s)** (as updated from time to time) apply to any such card payments processed by Cashmit on your behalf through the relevant member bank(s) and are incorporated by reference into this user agreement.

Receiving donation payments

If you use your Cashmit account to accept donations, including using the Donate Button or Cashmit Checkout for Donations, you must:

- Pay any applicable fees for receiving the funds.
- Not use the Donate Button, Cashmit Checkout for Donations, or any other donation services for the sale of goods and services. If you do so, Cashmit may remove your Cashmit account's ability to use those services or otherwise receive donations.

No surcharges

You agree that you will not impose a surcharge or any other fee for accepting Cashmit as a payment method. You may charge a handling fee in connection with the sale of goods or services as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-Cashmit transactions.

Your customer service information, refunds and returns policy, and privacy policy

Cashmit Inc. provides customer support for account-related and technical inquiries. Customers may contact our support team through the following channels:

- **Email:** support@cashmit.com
- **Phone:** 1-888-887-6036 (available during standard business hours, Monday–Friday, 9 AM–5 PM CST)
- **Online Form:** <https://pre.cashmit.com/support>

Please note that Cashmit does **not** provide mediation or dispute resolution between buyers and sellers. All purchase- or delivery-related concerns must be addressed directly with the seller.

Payment review

Cashmit reviews certain potentially high-risk transactions. If Cashmit determines, in its sole discretion, that a transaction is high-risk, we place a hold on the payment and provide notice to you to delay shipping of the item. Cashmit will conduct a review and either complete or cancel the payment. If the payment is completed, Cashmit will provide notice to you to ship the item. Otherwise, Cashmit will cancel the payment and the funds will be returned to the buyer, unless we are legally required to take other action. All payments that complete this payment review will be eligible for Cashmit's Seller Protection program if they meet **Cashmit's Seller Protection**

program requirements. We will notify you about payment reviews by email and/or through your Cashmit account.

In-store payments and QR code transactions

If you accept Cashmit payments at your physical store, you must communicate the total amount of the transaction to the customer before it takes place. You may charge your customer's account only for transactions that they have authorized. You must also provide customers with a physical receipt if they request one. You agree that any transaction that you make shall have an accurate and true description of the goods and services being purchased.

If you use a QR code to accept payments in your physical store, you must use a QR code intended for goods and services transactions. You must also not use QR codes intended for in-person transactions as a method of accepting payment for goods and services transactions occurring online. For any buyer claims related to QR code transactions, you may be required to provide us with alternative evidence of delivery or such additional documentation or information relating to the transaction.

Invoicing

If you use Invoicing, the **Invoicing Terms and Conditions** will apply.

Marketplace sellers

If you're a seller on a marketplace or through a third-party application where Cashmit is offered, you must comply with any rules that apply to the marketplace's or the third-party application's buyer protection program for sales you make through that forum. Any such protections may require you to take certain actions and may impact how claims are processed.

Card not present transactions

Whenever a buyer uses a debit or credit card as the payment method for a transaction using their account to buy something from you as a seller, the transaction will be processed as a “card not present” transaction, even if the buyer is at your store location.

Accepting pre-authorized payments

As a seller, you can accept payments from a buyer’s account through preauthorized transfers either on a one-time, regular or sporadic basis. This type of transaction is sometimes called a “billing agreement,” "subscription," "recurring payment,” “reference transaction,” "pre-approved payment" or "automatic payment".

If you receive pre-authorized payments from buyers:

You must:

Get each buyer’s prior authorization for the amount, frequency, and duration of any such payment.

You must not:

Restart future payments without the buyer’s written authorization, if a buyer has stopped or canceled a pre-authorized payment.

Provide a simple and easily accessible online cancellation procedure, if buyers sign up for preauthorized payments online.

Provide buyers the ability to stop any such payment up to 3 **Business Days** before the date scheduled for payment.

Notify the buyer at least 10 days in advance of the amount and date of each pre-authorized payment if the pre-authorized payment will vary from the pre-authorized amount or (at the buyer's option) any payment that is in an amount that falls outside of the pre-determined range.

Transaction Fees for Online and In-Store Payments

Your Cashmit transaction fees depend on:

- The U.S. buyer's account or the U.S. currency of their card;
- whether you are registered as a charitable organization and have active 501(c)(3) status. Your 501(c)(3) status must be documented with Cashmit to receive the rates applicable to charitable organizations, and those rates will apply only after you document your status with us.

Standard transaction fees

The fees you pay when selling goods or services or receiving donations, and the buyer pays using their Cashmit account (or using another authorized wallet), can be found on the **Standard Transaction Fees table**, with the fees applicable to charitable organizations found on the **Standard Transaction Fees for Charitable Organizations** table for the charitable fees. Please note that:

- We may revise the fees applicable to future transactions that you process using Cashmit, subject to the applicable notice requirements set forth herein.
- If you accept payments using a Cashmit product (like **Cashmit Payments**), the fees applicable to those products will apply to your transactions.

Micropayments

You may apply to receive **Micropayments pricing** for certain lower value transactions processed through your Cashmit account.

- If your Cashmit account has been approved for Dynamic Micropayments (also known as Dynamic Pricing), then Cashmit will automatically apply either the **Micropayments rate** or the **applicable higher value transaction rate** to each transaction processed through your account based on whichever rate results in the lowest fees to you for that transaction.
- If your Cashmit account has previously been approved for Static Micropayments, then all such transactions processed through your account will receive the **Micropayments rate**, regardless of the transaction amount. If you have multiple Cashmit accounts, but only some of them have been approved for Static Micropayments, then you are responsible for routing your transactions through the appropriate account to receive the desired pricing. Once a transaction is processed, Cashmit will have no responsibility to re-route the transaction through a different account or apply different pricing. Cashmit may, at its sole discretion, unilaterally convert your account from a Static Micropayments setup to the Dynamic Micropayments setup. Cashmit has no obligation to offer the Static Micropayments setup as an alternative to the Dynamic Micropayments setup.

Not all payment types are eligible for Micropayments pricing.

Cashmit Payouts

If you use Cashmit Payouts (formerly Mass Pay), the **Cashmit Payouts Terms and Conditions** will apply.

Your responsibility to notify Cashmit of pricing or fee errors

Once you have access to any account statement(s) or other account activity information made available to you by Cashmit with respect to your business account(s), you will have sixty (60) days to notify Cashmit in writing of any errors or discrepancies with respect to the pricing or other fees applied by Cashmit. If you do not notify Cashmit within such timeframe, you accept such information as accurate, and Cashmit shall have no obligation to make any corrections, unless otherwise required by applicable law. For the purposes of this provision, such pricing or fee errors or discrepancies are different than **Unauthorized Transactions** and other electronic transfer **Errors** which are each subject to different notification timeframes as set forth in this user agreement.

Refunds, Reversals and Chargebacks

General Information

Payments made through Cashmit's instant payment network are **final, irrevocable, and non-reversible** once completed. Cashmit does not initiate or process refunds, reversals, or chargebacks after funds have been successfully delivered to the recipient's account, except where required by law, court order, or applicable payment-network rules.

If you receive a payment for goods or services and that payment is later disputed, found to be fraudulent, or reversed by the originating financial institution or regulatory authority, **you are fully responsible** for the total amount of the payment and any associated fees. Cashmit reserves the right to recover or offset such amounts from your account balance or future transactions.

If you voluntarily issue a refund to a customer, that refund will be processed as a **new outbound payment** from your account. Transaction fees associated with the original payment will **not be refunded** under any circumstance.

Cashmit may, at its discretion, place temporary holds, reserves, or limitations on your account if there is reasonable evidence of high-risk activity, unauthorized access, or violation of applicable law.

Chargebacks

Because Cashmit's instant payments are final, chargebacks through your bank or card issuer generally do not apply once the transaction has settled. However, if a financial institution or payment network reverses a transaction due to fraud, error, or regulatory demand, you agree that

Cashmit may recover the corresponding amount from your account or any linked payment method.

Fee Retention

In all cases, Cashmit retains applicable transaction and processing fees as disclosed in the *Fees Schedule*. Fees are not refundable even if a transaction is later disputed, canceled, or reversed.

Payments that are invalidated and reversed

Payments to you may be invalidated and reversed by Cashmit if:

- You lose a Cashmit Purchase Protection claim submitted to us by a buyer.

You fail to respond or provide accurate and complete information in response to Cashmit's inquiries related to a buyer's claims or chargebacks for a particular transaction within the timeframe communicated to you by Cashmit.
- Your buyer pursues a chargeback related to a card-funded transaction and the transaction is not eligible for **Cashmit's Seller Protection** program. The card issuer, not Cashmit, determines whether a buyer is successful when they pursue a chargeback related to a card-funded transaction.
- You do not fulfill the transaction as promised or you cannot provide **proof of shipment or proof of delivery** when required.
- Our investigation of a bank reversal made by a buyer or the buyer's bank finds that the transaction was fraudulent.
- Cashmit sent the payment to you in error.
- The payment was unauthorized.
- You received the payment for activities that violated this user agreement or any other agreement between you and Cashmit.

When you receive a payment, you are liable to Cashmit for the full amount of the payment sent to you plus any fees if the payment is later invalidated or reversed for any reason. If the balance in your Balance Account or business account doesn't cover the payment amount due plus the fees, we may use any of the payment methods linked to your Cashmit account to cover the amount due. If the payment methods linked to your Cashmit account don't cover the amount due, this will result in a negative balance. A negative balance represents an amount that you owe to

us, and, in this situation, you must immediately add funds to your balance to resolve it. If you don't, Cashmit may:

- engage in collection efforts to recover the amount due from you;
- take any or all action as outlined under **Amounts owed to Cashmit**; or
- place a limitation or take other action on your Cashmit account as outlined under **Restricted Activities and Holds**.

Disputes Between Users

Cashmit Inc. is not responsible for disputes or chargebacks between users. If you believe you have sent funds in error or have not received what was promised in a private transaction, you must resolve the matter directly with the other party. Cashmit Inc. may assist with infrastructure-level reversals where supported by banking rules, but is not liable for any commercial agreement or transaction outcome.

Dispute fees

Cashmit will charge a **Dispute fee** to sellers for facilitating the online dispute resolution process for transactions that are processed either through a buyer's Cashmit account or through a Cashmit Guest Checkout. The **Dispute fee** applies when the buyer pursues a claim directly with Cashmit, a chargeback with their card issuer, or a reversal with their bank. The **Dispute fee** will be charged at either the **Standard Dispute fee** rate or the **High Volume Dispute fee** rate.

The **Dispute fee** amount will be determined when the dispute case is created. The fee is based on the ratio of all Item Not Received and Significantly Not as Described claims you receive compared to the total amount of your sales for the previous three calendar months. Your total claims include all Item Not Received and Significantly Not as Described claims that are filed either directly with and escalated to Cashmit or with the buyer's card issuer or bank. Your total claims do not include claims for Unauthorized Transactions. For example, for the month of September, your dispute ratio will be calculated by considering your total claims to sales ratio over June, July, and August. The claims ratio for September will determine the dispute fee for all claims filed in October. Your total claims include all claims filed directly with and escalated to

Cashmit, except claims for **Unauthorized Transactions**; and all chargebacks from the buyer's card issuer or reversals from the buyer's bank.

If your dispute ratio is 1.5% or more and you had more than 100 sales transactions in the previous three full calendar months, you will be charged the **High Volume Dispute fee** for each dispute. Otherwise, you will be charged the **Standard Dispute fee** for each dispute.

You will **not** be charged a **Standard Dispute fee** for disputes that are:

- Inquiries in Cashmit's **Resolution Center** that are not escalated to a claim with Cashmit.
- Resolved directly between you and the buyer and not escalated to a claim with Cashmit. Filed by the buyer directly with Cashmit as an **Unauthorized Transaction**.
- Deemed by Cashmit in its sole discretion to have met all the requirements under **Cashmit's Seller Protection program**.
- Claims with a transaction value that is less than twice the amount of a Standard Dispute fee.
- Decided in your favor by Cashmit or your issuer.

You will **not** be charged a **High Volume Dispute fee** for disputes that are:

- Inquiries in Cashmit's **Resolution Center** and not escalated to a claim with Cashmit.
- Resolved directly between you and the buyer and not escalated to a claim with Cashmit.
- Filed by the buyer directly with Cashmit as an **Unauthorized Transaction**.

Sellers charged **High Volume Dispute fees** may be required to provide a remediation plan which includes an explanation of the cause of the increased dispute rate, the actions taken to reduce disputes, and the timelines for those actions.

Disputes listed above may be excluded from being charged a **Standard Dispute fee** or a **High Volume Dispute fee**, but the claim itself may still be included in the overall calculation of your dispute ratio.

If you engage in a **Restricted Activity**, Cashmit may charge the **High Volume Dispute fees** for all current and future disputes, irrespective of your dispute ratio or sales volumes, given Cashmit's increased involvement as a result of such Restricted Activity.

Chargeback fees

For transactions that are not processed either through a buyer's Cashmit account or through a Cashmit Guest Checkout, and where the buyer pursues a chargeback for the transaction with their card issuer, then Cashmit will charge you a **Chargeback fee** for facilitating the chargeback process. This fee will apply regardless of whether the buyer is successful in pursuing the chargeback with the card issuer. The applicable chargeback fee will be deducted from your Cashmit account.

Cashmit's Seller Protection Program

What's eligible

If you sell a good or service to a buyer, you may be eligible for Cashmit's Seller Protection program. When it applies, Cashmit's Seller Protection program may result in you retaining the full purchase amount. Cashmit determines whether your claim is eligible for Cashmit's Seller Protection program.

The program terms and conditions are set out in **Cashmit's Seller Protection program** page and form part of this user agreement.

Cashmit Brand Use Guidelines

The Company Brand Use Guidelines apply to eligible users with business accounts who wish to indicate that they accept payments through Cashmit. Cashmit may provide optional badges, links, or visual assets solely to help users promote the availability of Cashmit as a payment method. Cashmit may modify or discontinue such content at any time.

If you use Cashmit-provided brand assets:

You must:

Comply with all branding and display requirements provided by Cashmit.

Use the Cashmit-provided materials exactly as issued and without modification.

Remove or update Cashmit brand assets immediately if requested.

Follow all applicable advertising and communication regulations.

You must not:

Alter Cashmit brand assets or use unauthorized designs.

Display Cashmit content on social media or other platforms unless explicitly approved.

Imply any endorsement, partnership, or agency relationship with Cashmit.

Present Cashmit as a seller, marketplace, or agent of your business.

If you promote the use of Cashmit's Products on your sites, other approved channels, and/or consumer communications through the Cashmit Advertising Program, there are additional requirements that **apply**.

If you receive consumer inquiries relating to a Credit Product including but not limited to Cashmit, Cashmit Cashback Visa, or the Cashmit World Cashback Visa, then you must direct the consumer to the Customer Support channel associated with the Credit Product. If you receive consumer inquiries relating to Cashmit or another Credit Product other than those listed above, then you must direct the consumer to **Cashmit Customer Support**.

You are responsible for any damages suffered by Cashmit or any third parties resulting from your failure to follow the rules of the Cashmit Advertising Program, and if you violate these rules, Cashmit may modify or remove the Cashmit content you are presenting or require you to remove or modify it immediately. If you fail to follow these rules, we may limit or close your Cashmit account.

Restricted Activities, Holds, and Other Actions We May Take

Restricted Activities

In connection with your use of our websites, your Cashmit account, the Cashmit services, or in the course of your interactions with Cashmit, other Cashmit customers, or third parties, you must not:

- Breach this user agreement, the Cashmit **Acceptable Use Policy**, the **Commercial Entity Agreements** (if they apply to you), the **Cashmit Balance Terms and Conditions** (if it applies to you), or any **other agreement** between you and Cashmit;

- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- Infringe Cashmit's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Sell counterfeit goods;
- Act in a manner that is defamatory, trade libelous, threatening or harassing;
- Provide false, inaccurate or misleading information;
- Send or receive what we reasonably believe to be potentially fraudulent funds;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- Attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both Cashmit and the seller, bank or card issuer for the same transaction;
- Control an account that is linked to another account that has engaged in any of these restricted activities;
- Conduct your business or use the Cashmit services in a manner that results in or may result in;
- complaints;
- requests by buyers (either filed with us or card issuers) to invalidate payments made to you;
- fees, fines, penalties or other liability or losses to Cashmit, other Cashmit customers, third parties or you;
- Use your Cashmit account or the Cashmit services in a manner that Cashmit, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- Allow your Cashmit account to have a negative balance;
- Access the Cashmit services from a country that is not included on Cashmit's **permitted countries list**;
- Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf or the Cashmit services;
- Facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally

interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or Cashmit services;

- Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers;
- Interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf, any of the Cashmit services or other users' use of any of the Cashmit services;
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers;
- Circumvent any Cashmit policy or determinations about your Cashmit account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional Cashmit account(s) when an account has a negative balance or has been restricted, suspended or otherwise limited; opening new or additional Cashmit accounts using information that is not your own (e.g., name, address, email address, etc.); or using someone else's Cashmit account;
- Harass and/or threaten our employees, agents, or other users; or
- Abuse our online dispute resolution process and/or Cashmit's Purchase Protection program and/or Cashmit's Seller Protection program.

Actions We May Take if You Engage in Any Restricted Activities

If we believe that you've engaged in any of these activities, we may take a number of actions to protect Cashmit, its customers and others at any time in our sole discretion. The actions we may take include, but are not limited to, the following:

- Terminating this user agreement, limiting your Cashmit account (and any linked Balance Account), and/or closing or suspending your Cashmit account (and any linked Balance Account), immediately and without penalty to us.
- Refusing to provide the Cashmit services to you in the future.
- Limiting your access to our websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf, your Cashmit account or any of the Cashmit services, including limiting your ability

to pay or send money with any of the payment methods linked to your Cashmit account, restricting your ability to send money or make withdrawals.

- Holding the balance in your Balance Account, the balance in your business account, or any money waiting to be claimed through your personal account if you do not have a Balance Account linked to your personal account, for up to 180 days if reasonably needed to protect against the risk of liability or if you have violated our **Acceptable Use Policy**. The hold may remain in place longer than 180 days according to **Court Orders, Regulatory Requirements, or Other Legal Processes**.
- Suspending your eligibility for Cashmit's Purchase Protection program and/or Cashmit's Seller Protection program.
- If your eligibility is suspended, amounts you retained under Cashmit's Seller Protection program in the 30 calendar days prior to your suspension may be recovered as **amounts owed to Cashmit**. These amounts constitute actual damages suffered by Cashmit as a result of your actions (i.e., payments that you retained at Cashmit's expense that you were not otherwise entitled to), and we may debit your Cashmit account accordingly.
- Charging the **High Volume Dispute fees** for all current and future disputes irrespective of your dispute ratio or sales volumes, given Cashmit's increased involvement as a result of such Restricted Activity.
- Contacting buyers who have purchased goods or services from you using Cashmit, your bank or credit card issuer, other impacted third parties, or law enforcement about your actions.
- Updating inaccurate information you provided us.
- Taking legal action against you.

If we close your Cashmit account or terminate your use of the Cashmit services for any reason, we'll provide you with notice of our actions and make any unrestricted funds held in the balance of your Balance Account linked to your personal account or in the balance of your business account, or any money waiting to be claimed through your personal account if you do not have a Balance Account linked to your personal account, available for withdrawal.

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by Cashmit, any Cashmit customer, or a third party caused by or arising out of your breach of this agreement, and/or your use of the Cashmit services.

Misuse and Fraudulent Behavior

You agree not to engage in any behavior intended to deceive, defraud, or manipulate the platform, including but not limited to simulating unauthorized access, permitting others to access your account, or providing false information to trigger dispute protections.

In the event that we detect suspicious activity tied to your device or account, we reserve the right to freeze, investigate, or terminate your account. Fraudulent misuse of our systems may also result in legal action or regulatory reporting.

Holds, Limitations, and Reserves

What are holds, limitations, and reserves

Under certain circumstances, in order to protect Cashmit and the security and integrity of the network of buyers and sellers that use the Cashmit services, Cashmit may take account-level or transaction-level actions. These actions may be taken **at Cashmit's sole discretion without prior notice**, except where prohibited by applicable law. To request information in connection with an account limitation, hold or reserve, you should visit the **Resolution Center** or follow the instructions in our email notice with respect to the limitation, hold or reserve. Account holds or limitations may impact your ability to move funds to or from your Cashmit account.

Our decision about holds, limitations and reserves may be based on confidential criteria that are essential to our management of risk and the protection of Cashmit, our customers and/or service providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your Cashmit account. In addition, we may be restricted by regulation or a governmental

authority from disclosing certain information to you about such decisions. You agree that we have no obligation to disclose the details of our risk management or security procedures to you.

In order to facilitate Cashmit's actions described above and allow us to assess the level of risk associated with your Cashmit account, you agree to cooperate with Cashmit's reasonable requests for financial statements and other documentation or information in a timely fashion.

Holds

A hold is an action that Cashmit may take under certain circumstances either at the transaction level or the account level. When Cashmit places a temporary hold on a payment, the money is not available to either the sender or the recipient. Cashmit reviews many factors before placing a hold on a payment, including: account tenure, transaction activity, business type, past customer disputes, and overall customer satisfaction. Some common situations where Cashmit will hold payments include:

- New sellers or sellers who have limited selling activity.
- Payments for higher-risk categories like electronics or tickets.
- Sellers who have performance issues, or a high rate of buyer dissatisfaction or disputes.

Holds based on Cashmit's risk decisions

We may place a hold on payments sent to your Cashmit account if, in our sole discretion, we believe that there may be a high level of risk associated with you, your Cashmit account, or your transactions or that placing such a hold is necessary to comply with state or federal regulatory requirements. We make decisions about whether to place a payment hold based on a number of factors, including information available to us from both internal sources and third parties. When we place a hold on a payment, the funds will appear in your Cashmit account with an indication that they are unavailable or pending. We'll notify you, either through your Cashmit account or directly by phone or email, whenever we place a hold.

Risk-based holds generally remain in place for up to 21 days from the date the payment was received into your Cashmit account. We may release the hold earlier under certain circumstances (for example, if you've uploaded shipment tracking information related to the transaction), but any earlier release is at our sole discretion. The hold may last longer than 21 days if the payment is challenged as a payment that should be invalidated and reversed based on a disputed transaction as discussed in the following paragraph below. In this case, we'll hold the payment in your Cashmit account until the matter is resolved (but no longer than 180 days).

Holds related to Marketplace transactions

If you're a seller on a marketplace or through a third-party application where Cashmit is offered, a hold may be placed on a payment sent to you at the instruction of the applicable marketplace or third party. This is done once you have granted us permission to have your funds held and will be in accordance with your agreement with the third party. These holds will appear in your Cashmit account. If you have questions about why the applicable marketplace or third party instructed Cashmit to put these holds in place, you will need to contact the marketplace or third party directly.

Holds based on disputed transactions

Because Cashmit processes payments instantly, funds are typically final and made available to the recipient immediately after successful settlement. However, if a payment you received is later **formally disputed, flagged for review, or subject to a regulatory, legal, or fraud investigation**, Cashmit may, at its discretion, **place a temporary hold** on the corresponding amount in your account or future transactions while the matter is under review.

Holds may also occur when:

- Cashmit receives notice from a financial institution, payment network, or regulator alleging unauthorized activity or fraud;
- The transaction is associated with a law enforcement inquiry or subpoena; or
- There is reasonable evidence that the payment violated Cashmit's Terms of Service or applicable law.

If Cashmit determines, after investigation, that the transaction is valid and final, **the hold will be lifted immediately**. If Cashmit determines that the transaction must be reversed due to fraud, regulatory requirement, or confirmed unauthorized use, **the corresponding funds will be deducted from your account** or offset against future settlements.

In all cases, Cashmit will act in compliance with applicable federal and state laws and will notify you when a hold or reversal has been applied to your account.

Account Limitations

Limitations are implemented to help protect Cashmit, buyers and sellers when we notice **restricted activities**, an increased financial risk, or activity that appears to us as unusual or suspicious. Limitations also help us collect information necessary for keeping your Cashmit account open.

There are several reasons why your Cashmit account could be limited, including:

- If we suspect someone could be using your Cashmit account without your knowledge, we'll limit it for your protection and look into the fraudulent activity.
- If your debit or credit card issuer alerts us that someone has used your card without your permission. Similarly, if your bank lets us know that there have been unauthorized transfers between your Cashmit account and your bank account.
- In order to comply with applicable law.
- If we believe in our sole discretion that you have breached this agreement or violated the **Acceptable Use Policy**.
- Seller performance indicating your Cashmit account is high risk. Examples include: indications of poor selling performance because you've received an unusually high number of claims and chargebacks, selling an entirely new or high-cost product type, or if your typical sales volume increases rapidly.

Unless a permanent limitation is placed on your account, you will need to resolve any issues with your account before a limitation can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect Cashmit, our users, a third

party, or you from reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability.

Reserves placed on business accounts

We may place a reserve on your business account at any time if we believe there may be a high level of risk associated with you, your business account, your business model, or your transactions. When we place a reserve on your business account, it means that all or some portion of the money in your business account is reserved as unavailable for withdrawal in order to protect against the risk of transactions made by you being reversed or invalidated or any other risk related to your business account or use of the Cashmit services. We make decisions about whether to place a reserve based on a number of factors, including information available to us from both internal sources and from third parties.

Cashmit considers a list of non-exclusive factors and whether and how these factors have changed over time, including:

- How long you have been in business.
- Whether your industry has a higher likelihood of chargebacks.
- Your payment processing history with Cashmit and other providers.
- Your business and/or personal credit history.
- Your delivery time frames.
- Whether you have higher than average number of returns, chargebacks, claims or disputes.

There are two categories of reserves that may be placed on your business account, and one or both may be applied at the same time:

- **A Rolling reserve** is a reserve where a percentage of each transaction you receive each day is held and then released later on a scheduled basis. For example, your reserve could be set at 10% and held for a 90-day rolling period – meaning 10% of the money you receive on day 1 is held and then released on day 91, 10% of the money

you receive on day 2 is held until day 92, etc. Rolling reserves are the most common type of reserve.

- A **Minimum reserve** is a specific minimum amount of money that you're required to keep available in the balance of your business account at all times. The minimum reserve is either taken as an upfront amount deposited all at once (also known as an Upfront reserve) or is established on a rolling basis from percentages of sales until the minimum reserve is achieved, much like a rolling reserve.

If we place a reserve on funds in your account, the funds will be shown as "pending" and we'll notify you of the terms of the reserve.

If we change the terms of the reserve due to a change in our risk assessment, we'll notify you of the new terms.

Court Orders, Regulatory Requirements, or Other Legal Processes

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your Cashmit account, placing a reserve or limitation on your Cashmit account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. Where permitted by law, Cashmit may provide notice, but Cashmit is under **no obligation to contest, delay, or appeal** any lawful order.. We do not have an obligation to contest or appeal any court order or legal process involving you or your Cashmit account. When we implement a hold, reserve or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold, reserve or limitation may remain in place longer than 180 days.

Liability for Unauthorized Transactions and Other Errors

Protection from Unauthorized Transactions

To protect yourself from unauthorized activity in your Cashmit account, you should regularly log into your Cashmit account and review your Cashmit account statement. Cashmit will notify you of each transaction by sending an email to your primary email address on file. You should review

these transaction notifications to ensure that each transaction was authorized and accurately completed.

Cashmit will protect you from unauthorized activity in your Cashmit account. When this protection applies, Cashmit will cover you for the full amount of the unauthorized activity as long as you cooperate with us and follow the procedures described below.

What is an Unauthorized Transaction

An “Unauthorized Transaction” occurs when money is sent from your Cashmit account that you did not authorize and that did not benefit you. For example, if someone steals or fraudulently obtains your password, uses the password to access your Cashmit account, and sends a payment from your Cashmit account, an Unauthorized Transaction has occurred.

What is not considered an Unauthorized Transaction

The following are NOT considered Unauthorized Transactions:

- If you grant authority to someone to use your Cashmit account (by giving them your login information) and they exceed the authority you gave them. You are responsible for transactions made in this situation unless you have previously notified Cashmit that you no longer authorize transfers by that individual.
- Invalidation and reversal of a payment as a result of the actions described under **Refunds, Reversals and Chargebacks**.

Reporting an Unauthorized Transaction

If you believe your Cashmit login information has been lost or stolen, please **contact Cashmit customer service** immediately or call: +1 (888) 887-6036 or write: Cashmit, Attn: Electronic Communications Delivery Policy, 12222 Merit Drive, Dallas TX, 75251-3236.

Tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission using your login information or by other means. You could lose all the money in your Cashmit account.

Also, if your Cashmit account statement shows transfers that you did not make, including those made with your Cashmit login information or by other means, tell us at once. If you do not tell us within 60 days after we provided the statement to you, you may not get back any money you lost after the 60 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 may extend the time periods.

Error Resolution

What is an Error

An “Error” means the following:

- When money is either incorrectly taken from your Cashmit account or incorrectly placed into your Cashmit account, or when a transaction is incorrectly recorded in your Cashmit account.
- You send a payment and the incorrect amount is debited from your Cashmit account.
- An incorrect amount is credited to your Cashmit account.
- A transaction is missing from or not properly identified in your Cashmit account statement.
- We make a computational or mathematical error related to your Cashmit account.
- You request receipt or periodic statement documents that Cashmit is required to provide to you.
- You request information concerning preauthorized (recurring) transfers to your Cashmit account that Cashmit is required to provide to you.
- You request additional information or clarification concerning a transfer to or from your Cashmit account, including a request you make to determine whether an error has occurred.
- You inquire about the status of a pending transfer to or from your Cashmit account.

- You request documentation or other information, unless the request is for a duplicate copy for tax or other record-keeping purposes.

What is not considered an Error

The following are NOT considered Errors:

- If you give someone access to your Cashmit account (by giving them your login information) and they use your Cashmit account without your knowledge or permission. You are responsible for transactions made in this situation.
- Invalidation and reversal of a payment as a result of the actions described under **Refunds, Reversals and Chargebacks**.
- Routine inquiries about the balance in your Balance Account or business account, or any money waiting to be claimed through your personal account if you do not have a Balance Account linked to your personal account.
- Requests for duplicate documentation or other information for tax or other recordkeeping purposes.

In case of Errors or questions about your electronic transfers

Telephone us at +1 (888) 887-6036, contact us through the Cashmit **Resolution Center**; or write us at Cashmit, Attn: Electronic Communications Delivery Policy, 12222 Merit Drive, Dallas TX, 75251-3236.

Notify us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 **Business Days**.

We will determine whether an error occurred within 10 **Business Days** after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Cashmit 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 Cashmit account.

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

We will tell you the results within 3 **Business Days** after completing our investigation. If we 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.

Processing Errors

We will rectify any processing error that we discover. If the error results in:

- You receiving less than the correct amount to which you were entitled, then we will credit your Cashmit account for the difference between what you should have received and what you actually received.
- You receiving more than the correct amount to which you were entitled, then we will debit your Cashmit account for the difference between what you actually received and what you should have received.
- Our not completing a transaction on time or in the correct amount, then we will be responsible to you for your losses or damages directly caused by this failure, unless:
- through no fault of ours, you did not have enough available funds to complete the transaction;
- our system was not working properly and you knew about the breakdown when you started the transaction; or

- the error was due to extraordinary circumstances outside our control (such as fire, flood or loss of Internet connection), despite our reasonable precautions.

Processing errors are not:

- Delays that result from Cashmit applying **holds, limitations or reserves**.
- Delays based on a **payment review**.
- Delays described under **How to buy something** related to the time it may take for a purchase transaction to be completed in some situations.
- Your errors in making a transaction (for example, mistyping an amount of money that you are sending).

Disclaimer of Liability

Cashmit **does not provide payroll, tax, merchant service, or benefit administration services** and **bears no responsibility for any errors, omissions, or regulatory violations** committed by businesses using the platform. All disbursements are made strictly on the instructions of the business user and are considered **final once submitted and approved for transmission**. Businesses are urged to verify every payment carefully before authorization.

Other Legal Terms

Communications Between You and Us

If you provide us your mobile phone number, you agree that Cashmit and its affiliates may contact you at that number using autodialed or prerecorded message calls or text messages to: (i) service your Cashmit branded accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. We will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes unless we receive your prior express written consent. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed

above, but we will not share your mobile phone number with third parties for their own purposes without your consent. You do not have to agree to receive autodialed or prerecorded message calls or texts to your mobile phone number in order to use and enjoy the products and services offered by Cashmit. You can decline to receive autodialed or prerecorded message calls or texts to your mobile phone number by updating your preferences in your Cashmit account settings at <https://pre.cashmit.com>, by contacting **customer support**, by calling us at 1-888-887-6036, or by replying STOP to a message. The frequency of messages may vary, and standard telephone minute and text charges may apply. Neither we nor your phone carriers are liable for delayed or undelivered messages.

Cashmit may communicate with you about your Cashmit account and the Cashmit services electronically as described in our **Electronic Communications Delivery Policy**. You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to our website or email it to you. You will be considered to have received a communication from us, if it's delivered by mail, 3 **Business Days** after we send it.

Unless you're communicating with us about a matter where we've specified another notice address (for example, our **Liability for Unauthorized Transactions and Other Errors** process), written notices to Cashmit must be sent by postal mail to: Cashmit, Inc., Attention: Legal Department, 12222 Merit Drive, Dallas TX, 75251-3236.

You understand and agree that, to the extent permitted by law, Cashmit may, without further notice or warning, monitor or record telephone conversations you or anyone acting on your behalf has with Cashmit or its agents for quality control and training purposes or for our own protection. You acknowledge and understand that your communications with Cashmit may be overheard, monitored, or recorded not all telephone lines or calls may be recorded by Cashmit, and Cashmit does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

Cashmit's Rights

Cashmit suspension and termination rights

Cashmit, in its sole discretion, reserves the right to suspend or terminate this user agreement, access to or use of its websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf or some or all of the Cashmit services for any reason and at any time upon notice to you and, upon termination of this user agreement, the payment to you of any unrestricted funds held in your Cashmit account.

Security interest

As security for the performance of your obligations under this user agreement, you grant to Cashmit a lien on, and security interest in and to, funds held in your Cashmit account.

Amounts owed to Cashmit

If the balance in your Cashmit account becomes negative for any reason, that negative balance represents an amount that you owe to Cashmit. Cashmit may deduct these amounts from funds that are added to your Cashmit account later, either by you or from payments you receive. If you have more than one Cashmit account, we may set off a negative balance in one Cashmit account against a balance in your other Cashmit account(s), including a Balance Account. If you continue using your Cashmit account when it has a negative balance, you authorize Cashmit to combine the negative balance with any debit or transaction sent from your account when that combination is disclosed to you in advance of initiating the debit or transaction.

If you hold funds in a Cashmit account in multiple currencies, and the balance for one of the currencies becomes negative for any reason, Cashmit may set off the negative balance by using funds you maintain in the U.S. currency.

Insolvency proceedings

If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, we'll be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this user agreement.

Assumption of rights

If Cashmit invalidates and reverses a payment that you made to a recipient (either at your initiative or otherwise), you agree that Cashmit assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in Cashmit's discretion.

No waiver

Our failure to act with respect to a breach of any of your obligations under this user agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

Indemnification and Limitation of Liability

In this section, we use the term "Cashmit" to refer to Cashmit, Inc., our parent Cashmit, Inc., and our affiliates, and each of their respective directors, officers, employees, agents, joint venturers, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

Indemnification

You must indemnify Cashmit for actions related to your Cashmit account and your use of the Cashmit services. You agree to defend, indemnify and hold Cashmit harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of your breach of this user agreement, your improper use of the Cashmit services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your Cashmit account or access our websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf, or any of the Cashmit services on your behalf.

Limitation of liability

Cashmit's liability is limited with respect to your Cashmit account and your use of the Cashmit services. In no event shall Cashmit be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf, any of the Cashmit services, or this user agreement to the **maximum extent permitted by applicable law**, Cashmit shall not be liable for indirect, incidental, or consequential damages (however arising, including negligence), unless and to the extent prohibited by law.

Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, Cashmit is not liable, and you agree not to hold Cashmit responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, our websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf, or any of the Cashmit

services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf and any of the Cashmit services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf or any of the Cashmit services or any website or service linked to our websites, software or any of the Cashmit services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf or any of the Cashmit services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your Cashmit account; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this user agreement or Cashmit's policies.

You acknowledge that Cashmit is not responsible for any unauthorized access, transaction, or loss that occurs as a result of your failure to secure your device, SIM card, or credentials.

All activity originating from a verified device, session, or phone number shall be **conclusively presumed authorized by you** and reported a compromise **before** the transaction occurred. We do not assume liability for any damage arising from your intentional misuse or failure to protect your own access.

Disclaimer of Warranty and Release

No warranty

The Company services are provided “as-is” and without any representation or warranty, whether express, implied or statutory. Cashmit specifically disclaims any implied

warranties of title, Business Accountability, fitness for a particular purpose and non-infringement.

Cashmit does not have any control over the products or services provided by sellers who accept Cashmit as a payment method, and Cashmit cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorized to do so. Cashmit does not guarantee continuous, uninterrupted or secure access to any part of the Cashmit services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. Cashmit will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, debit cards, and check issuances are processed in a timely manner but Cashmit makes no representations or warranties regarding the amount of time needed to complete processing because the Cashmit services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. services. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

Release of Cashmit

If you have a dispute with any other Cashmit account holder, you release Cashmit from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise, for example, California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

Agreement to Arbitrate

You and Cashmit agree that any claim or dispute at law or equity that has arisen or may arise between you and us will be resolved in accordance with the Agreement to Arbitrate provisions set forth below. Please read this information carefully. Among other things it:

- Affects your and our rights and will impact how claims between you and us are resolved, including your and our agreement to waive the right to trial by jury.
- Includes a **Prohibition of Class and Representative Actions and Non-Individualized Relief** pursuant to which you agree to waive your right to participate in a class action lawsuit against us.
- Requires you to follow the **Opt-Out Procedure** to opt-out of the Agreement to Arbitrate by mailing us a written notice that must be postmarked no later than 30 days after the date you accept this user agreement for the first time.

If a dispute arises between you and Cashmit, our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, we aim to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and Cashmit regarding the Cashmit services may be reported to customer service online through the **Cashmit Help Center** at any time, or by calling +1 (888) 887-6036 from Mon-Fri 5:00 AM to 10:00 PM PT and Sat-Sun 6:00 AM to 8:00 PM PT.

Agreement to Arbitrate

Our Agreement

You and Cashmit each agree that any and all disputes or claims that have arisen or

may arise between you and Cashmit, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved exclusively through final and binding arbitration or in small claims court. You or Cashmit may assert claims in small claims court instead of in arbitration if the claims qualify and so long as the matter remains in small claims court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

Notices of Disputes

Before bringing any dispute or claim, you or Cashmit must first send the other party, by certified mail, a completed Notice of Dispute. You should send this notice to Cashmit at: Cashmit, Inc., Attn: Legal Specialists, Re: Notice of Dispute, 12222 Merit Drive, Dallas TX, 75251-3236.

Cashmit will send any notice to you to the address we have on file associated with your Cashmit account; it is your responsibility to keep your address up to date. To be valid, the Notice of Dispute must contain all information called for in the Notice of Dispute form, including but not limited to: your or Cashmit's signature, the email address and phone number associated with the customer's Cashmit account, a description of the nature and basis of the claims that are being asserted, a statement of the specific relief sought, and any relevant documents and supporting information reasonably available to the claiming party. If you and Cashmit are unable to resolve the claims described in the notice within 45 days after the notice is received by you or Cashmit, you or Cashmit may commence an arbitration proceeding or suit in small claims court. A form for initiating arbitration proceedings is available on the American Arbitration Association's website at www.adr.org. The Notice of Dispute requirements are essential in

order to give the parties a meaningful chance to resolve disputes informally.

Prohibition of Class and Representative Actions and Non-Individualized Relief

You and Cashmit agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and Cashmit agree otherwise, the arbitrator(s) may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator(s) may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other Cashmit customers.

Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral

arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. However, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. All issues are for the arbitrator to decide, except that a court of competent jurisdiction shall decide issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate and issues that this Agreement to Arbitrate indicates that a court can resolve. Any arbitration will be administered by the American Arbitration Association (referred to as the "AAA"). For all claims in which the value of the relief sought is \$10,000 U.S. dollars or less, the AAA's Consumer Arbitration Rules, as modified by this Agreement to Arbitrate, shall apply without exception. For all other claims, the AAA's rules, including, as applicable, the AAA's Consumer Arbitration Rules, as modified by this Agreement to Arbitrate, shall apply. The AAA's rules are available at www.adr.org. In the event that the AAA is unavailable to administer the arbitration,

another administrator will be selected by the parties or by the court.

Arbitration Hearing Details

Any arbitration hearings shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$25,000 or less, the arbitration will be conducted based solely on written submissions, unless any party requests an in-person, telephonic, or videoconference hearing or the arbitrator decides that a hearing is necessary. In cases where an in-person hearing is held, you and/or Cashmit may attend by telephone or videoconference, unless the arbitrator requires otherwise. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. No court or arbitrator shall be bound by rulings in prior arbitrations involving different Cashmit customers, but a court or arbitrator will be bound by rulings in prior arbitrations involving the same Cashmit

customer to the extent required by applicable law. The award of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Costs of Arbitration

Payment of all AAA or arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, Cashmit will pay all AAA or arbitrator fees associated with the arbitration. Any request for payment of fees by Cashmit should be submitted by mail to the AAA along with your Demand for Arbitration and Cashmit will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, Cashmit will pay as

much of the AAA or arbitrator fees as the arbitrator deems necessary to prevent the cost of accessing the arbitration from being prohibitive. In the event the arbitrator determines that either the substance of your or Cashmit's claim or the relief sought was frivolous or brought for an improper purpose, then you or Cashmit may seek to recover from you or Cashmit any fees it paid, including attorneys' fees, to the extent permitted by the AAA's rules and applicable law.

Severability

With the exception of any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief section above, if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief section above is invalid or unenforceable because it would

prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of the Agreement to Arbitrate shall be arbitrated under its terms.

Opt-Out Procedure

If you are a new Cashmit customer, you can choose to reject this Agreement to Arbitrate by mailing us a written opt-out notice. The opt-out notice must be postmarked no later than 30 days after the date you accept this user agreement for the first time. You must mail the opt-out notice to Cashmit, Inc., Attn: Litigation Department, 12222 Merit Drive, Dallas TX, 75251-3236. For your convenience, we are providing an opt-out notice form you must complete and mail to opt out of this Agreement to Arbitrate. You must complete this form by providing all the information it calls for, including your name, address, phone number, and the

email address(es) used to log in to the Cashmit account(s) to which the opt-out applies. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of this Agreement to Arbitrate, all other parts of the user agreement will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

Future Amendments to this Agreement to Arbitrate

Notwithstanding any provision in the user agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Cashmit or you prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by this Agreement to Arbitrate that have arisen or

may arise between you and Cashmit. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on <https://pre.cashmit.com> at least 30 days before the effective date of the amendments and by providing notice through email. If you do not agree to these amended terms, you may close your Cashmit account within the 30-day period and you will not be bound by the amended terms.

Intellectual Property

Cashmit's trademarks

"Cashmit.com," "Cashmit," and all logos related to the Cashmit services are either trademarks or registered trademarks of Cashmit or Cashmit's licensors. You may not copy, imitate, modify or use them without Cashmit's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Cashmit. You may not copy, imitate, modify or use them without our prior written consent. You may use HTML logos provided by Cashmit for the purpose of directing web traffic to the Cashmit services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes Cashmit or the Cashmit services or display them in any manner that implies Cashmit's sponsorship or endorsement. All right, title and interest in and to the Cashmit websites, any content thereon, the Cashmit .s, the technology related to the Cashmit services,

and any and all technology and any content created or derived from any of the foregoing is the exclusive property of Cashmit and its licensors.

License grants, generally

If you are using Cashmit software such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded or otherwise accessed through a web or mobile platform, then Cashmit grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and/or use Cashmit's software in accordance with the documentation accompanying such software. This license grant applies to the software and all updates, upgrades, new versions and replacement software. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation, access and use requirements contained in all documentation accompanying the Cashmit services. If you do not comply with implementation, access and use requirements you will be liable for all resulting damages suffered by you, Cashmit and third parties. Cashmit may update or discontinue any software upon notice to you. Cashmit may have (1) integrated certain third-party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third-party materials and technology to facilitate providing you with the Cashmit Services, you have not been granted and do not otherwise retain any rights in or to any such third-party materials. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third-party materials or technology, or otherwise create any derivative works from any of the software or third-party materials or technology. You acknowledge that all rights, title and interest to Cashmit's software are owned by Cashmit and any third-party materials integrated therein are owned by Cashmit's third-party service providers. Any other third-party software application you use on the Cashmit websites is subject to the license you

agreed to with the third party that provides you with this software. You acknowledge that Cashmit does not own, control nor have any responsibility or liability for any such third-party software application you elect to use on any of our websites, software and/or in connection with the Cashmit services.

License grant from you to Cashmit; intellectual property warranties

Cashmit does not claim ownership of the content that you provide, upload, submit or send to Cashmit. Nor does Cashmit claim ownership of the content you host on third-party websites or applications that use Cashmit services to provide payments services related to your content. Subject to the **next paragraph**, when you provide content to Cashmit or post content using Cashmit services, you grant Cashmit (and parties that we work with) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights to help us improve, operate and promote our current services and develop new ones. Cashmit will not compensate you for any of your content. You acknowledge that Cashmit's use of your content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against Cashmit.

License grant from sellers to Cashmit

Notwithstanding the provisions of the **prior paragraph**, if you are a seller using the Cashmit services to accept payments for goods and services, you hereby grant Cashmit and its affiliates a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free, fully paid-up, right to use and display publicly, during the term of this user agreement, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, service marks, logos, domain names and other designations owned, licensed to or used by you)

for the purpose of (1) identifying you as a Business Account that accepts a Cashmit service as a payment form, and (2) any other use to which you specifically consent.

License Grant From Users to Cashmit

If you use Cashmit services to accept payments, you grant Cashmit and its affiliates a limited, non-exclusive, royalty-free license to use your business name or trademark(s) solely to indicate your use of Cashmit as a payment method. This license does not imply any partnership, sponsorship, or marketplace affiliation.

Miscellaneous

Assignment

You may not transfer or assign any rights or obligations you have under this user agreement without Cashmit's prior written consent. Cashmit may transfer or assign this user agreement or any right or obligation under this user agreement at any time.

Business Days

"Business Day(s)" means Monday through Friday, excluding holidays when Cashmit's offices are not considered open for business in the U.S. Holidays include New Year's Day (January 1), Martin Luther King, Jr.'s Birthday (the third Monday in January), George Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a holiday falls on a Saturday, Cashmit observes the

holiday on the prior Friday. If the holiday falls on a Sunday, Cashmit observes the holiday on the following Monday.

Consumer fraud warning

We're always looking for ways to help keep you even more secure. So stay on the lookout for some of these common scams:

- **Phishing:** a scammer sends forged or faked electronic documents or emails falsely claiming to be Cashmit or coming from Cashmit but asks you to send money outside your Cashmit account.
- **Relative in Need:** a scammer impersonates a family member (commonly grandchildren) and claims there is an emergency requiring you to send money.
- **Lottery or Prize:** a scammer informs you that you've won a lottery or prize and must send money in order to claim it.
- **Debt Collection:** a scammer impersonates a debt collector and induces you to send money using threats or intimidation.
- **Employment Related:** a scammer instructs you to send money in connection with a fraudulent offer of employment.

Always use common sense when sending money. If something sounds too good to be true, it probably is. Only send money for yourself and not for others. Remember that if you don't send the payment through your Cashmit account, you're not covered by Cashmit Purchase Protection. Please let us know immediately if you believe someone is trying to scam or defraud you by **contacting us.**

Dormant accounts

If you do not log in to your Cashmit account for two or more years, Cashmit may close your Cashmit account and send any funds in the Cashmit account, including any balance in a linked Balance Account to your primary address (if we have verified the **required identifying information** that you have provided to us) or, if required, escheat (send) those funds to your state of residency. Cashmit will determine your state of residency based on the state listed in the primary address for your Cashmit account. If your address is unknown or registered in a foreign country, the funds in your Cashmit account, including any balance in a linked Balance Account will be escheated to the State of Delaware. Where required, Cashmit will send you a notice prior to escheating any funds in your Cashmit account, including any balance in a linked Balance Account. If you fail to respond to this notice, the funds in your Cashmit account, including any balance in a linked Balance Account will be escheated to the applicable state. If you would like to claim any escheated funds from the applicable state, please contact the applicable state's unclaimed property administrator.

Governing law

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this user agreement, the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this user agreement and any claim or dispute that has arisen or may arise between you and Cashmit.

Identity authentication

You authorize Cashmit, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include:

- asking you for further information, such as your date of birth, a taxpayer identification number, your physical address and other information that will allow us to reasonably identify you;
- requiring you to take steps to confirm ownership of your email address or financial instruments;
- ordering a credit report from a credit reporting agency, or verifying your information against third-party databases or through other sources; or
- requiring you to provide your driver's license or other identifying documents.

Anti-money laundering and counter-terrorism financing laws may require that Cashmit verify the **required identifying information** if you use certain Cashmit services. Cashmit reserves the right to close, suspend, or limit access to your Cashmit account and/or the Cashmit services in the event that, after reasonable inquiries, we are unable to obtain information about you required to verify your identity.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Cashmit or its service provider for the duration of your business relationship, solely to help Cashmit identify you or your wireless device and to prevent fraud.

See our **Privacy Statement** for how we treat your data.

Cashmit is only a payment service provider

We act as a payment service provider only. We do not:

- Act as an escrow agent with respect to any funds kept in your account;
- Act as your agent or trustee;

- Enter into a partnership, joint venture, agency or employment relationship with you;
- Guarantee the identity of any buyer or seller;
- Determine if you are liable for any **Taxes**, unless otherwise provided; or
- Unless otherwise expressly set out in this agreement, collect or pay any **Taxes** that may arise from your use of our services.

Assessment of your website

If you integrate or otherwise reference Cashmit services on your website, Cashmit may use automated technologies (e.g., website crawling) to assess your website and collect any publicly accessible or available data to ensure compliance with this agreement and to combat malicious or fraudulent activity.

In connection with such technologies, Cashmit will not collect any of your customer personal data. However, there may be times we collect personal data about you that you publish on your websites. Such personal data shall be processed for the purposes described in this section and shall be subject to our **Privacy Statement**.

Privacy

Protecting your privacy is very important to us. Please review our **Privacy Statement** in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

State disclosures

In addition to reporting complaints against Cashmit directly to Cashmit as described above, if you are a California resident, you may report complaints to the Department of Financial Protection & Innovation by mail at Department of Financial Protection & Innovation, Attn: Consumer Services, 1515 K Street, Suite 200, Sacramento, CA 95814 or online through its website at <https://dfpi.ca.gov/file-a-complaint/>. The Department of Financial Protection & Innovation offers assistance with its complaint form by phone at 866-275-2677. If you are a California resident, you have a right to receive communications about your Cashmit account and the Cashmit services by email. To make such a request, send a letter to Cashmit to: Cashmit, Inc., Attention: Legal Department, 12222 Merit Drive, Dallas TX, 75251-3236, include your email address, and your request for that information by email.

Florida residents may contact the Florida Department of Financial Services in writing at 200 East Gaines Street, Tallahassee, Florida, 32399, or by telephone at 1-800-342-2762.

Translation of agreement

Any translation of this user agreement is provided solely for your convenience and is not intended to modify the terms of this user agreement. In the event of a conflict between the English version of this user agreement and a version in a language other than English, the English version shall control.

Unlawful internet gambling notice

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through your Cashmit account or your relationship with Cashmit. Restricted transactions generally include, but are not limited to, transactions in which credit, electronic

fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with unlawful Internet gambling.

Consent to Data Collection and Device Information

By using our services, you acknowledge and agree that Cashmit may collect and use certain technical and behavioral data from your device, including but not limited to a device identifier (e.g., Android ID or IDFV), session data, and device characteristics. This information is used for security, analytics, fraud prevention, and to improve service functionality. You consent to the collection and secure storage of this data as outlined in our Privacy Policy.

We collect and log device, network, and session metadata—such as device ID, IP address, OS version, and access timestamps—to secure your account and protect against fraud. This data is used to verify the integrity of login and transaction attempts. All access logs are preserved to support fraud investigation and legal disputes. By using our service, you consent to this data being collected for authentication, security, and compliance purposes.

Your use (as a seller) of personal data; Data protection laws

To the extent that you, in your capacity as a seller and/or using a business profile, process any personal data about a Cashmit customer pursuant to this agreement, you and Cashmit will each be an independent data controller (and not joint controllers), meaning we will each separately determine the purposes and means of processing such personal data. We each agree to comply with the requirements of any applicable privacy and data protection laws, including any applicable regulations, directives, codes of practice, and regulatory requirements applicable to data controllers in connection with this agreement. We each also have and will follow our own independently-determined privacy statements, notices, policies, and procedures for any such personal data that we process in connection with this agreement.

In complying with the applicable data protection laws, we will each:

- implement and maintain all appropriate security measures in relation to the processing of such personal data;
- maintain a record of all processing activities carried out under this agreement; and
- not knowingly or intentionally do anything, or knowingly or intentionally permit anything to be done, which might lead to a breach by the other party of the applicable data protection laws.

Any personal data provided to you by Cashmit in connection with the Cashmit services, excluding personal data collected or obtained by you directly from the customer, will be used by you only to the limited extent that is necessary and relevant to the Cashmit services and for no other purpose, including marketing purposes, unless you have obtained the prior consent of the customer. You represent, warrant, and covenant that you will provide and/or obtain all necessary disclosures and consents, as applicable, in connection with your data collection and sharing practices with Cashmit. You may not disclose or distribute any customer personal data provided to you by Cashmit to a third party, unless such third party is your service provider and acting on your behalf (as defined by applicable law).