

# Payment Labs Terms of Service

**Last Updated: September 3, 2024**

Payment Pro Logistics, LLC, doing business as Payment Labs (“Payment Labs,” “us,” or “we”), provides a technology platform to facilitate payment services to its users (the “Users”).

The following terms of service (“Terms of Service”) govern all use of the Payment Labs websites, domains, and applications (including all webpages, subdomains and subparts therein contained, mobile applications, collectively, the “Site”), and all services available on or through the Site or otherwise provided by Payment Labs, including but not limited to the Payment Services and the Application Programming Interface (“API”; collectively, the “Services”). The Services are owned and operated by Payment Labs. The Services are offered only to individuals who are at least 13 years of age (18 for Payment Services) and have not been previously banned, blocked, or suspended from our Services.

THESE TERMS OF SERVICE INCLUDE (A) AN ARBITRATION PROVISION FOR USERS LOCATED IN THE UNITED STATES; (B) A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST PAYMENT LABS FOR USERS LOCATED IN THE UNITED STATES;(C) CERTAIN DISCLAIMERS OF WARRANTIES ON BEHALF OF PAYMENT LABS; (D) CERTAIN LIMITATIONS OF LIABILITY FOR THE BENEFIT OF PAYMENT LABS; AND (E) A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGE AGAINST PAYMENT LABS ARISING OUT OF DISPUTES BETWEEN YOU AND THIRD PARTIES IN CONNECTION WITH YOUR USE OF THE SERVICES. BY USING ANY OF THE SERVICES, YOU AGREE TO THESE PROVISIONS.

## 1. **Acceptance and Changes.**

1.1 **Acceptance.** The Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein, all terms and conditions incorporated by reference herein, and all other operating rules, policies and procedures that may be published from time to time on the Site by Payment Labs (collectively, the “Terms”). By using or accessing any part of the Services, or by clicking on any button indicating your acceptance, you acknowledge that you have read, understood, and agree to be bound by these Terms, are at least 13 years of age, and that you have not been previously banned, blocked, or suspended from the Services.

1.2 **Changes to these Terms of Service.** Except with respect to the arbitration provisions contained herein, Payment Labs reserves the right, at its sole discretion, to modify or replace any part of these Terms of Service (or any of the agreements that make up these Terms of Service or are incorporated by reference herein) at any time (collectively “Changes”). Changes will be posted to the Site and in certain circumstances Payment Labs may provide you with additional notice through email or with in-App communications. Changes will be effective immediately. It is your responsibility to check these Terms of Service and other Terms periodically for Changes. Your continued use of the Services following the effectiveness of any Changes constitutes

acceptance of those Changes as well. If you do not accept any Changes then you must cease accessing, browsing, and otherwise using the Services.

## 2. **The Services.**

2.1 Use of Services. Payment Labs hereby grants you a non-exclusive, non-transferable, non-sublicensable right to access and use the Services, solely for your internal, non-commercial purposes, and at all times in compliance with these Terms of Services and solely to the extent permitted by all applicable laws. You may use these Services for the purposes of browsing the Site, utilizing the features offered on or through it, and viewing, registering for, creating, organizing, managing, running, and interacting with, the features offered on the Site.

2.2 Prohibited Conduct. Notwithstanding the foregoing, you shall not, and shall not permit anyone else to, directly or indirectly:

- modify, reproduce or otherwise create derivatives of any part of the Services or Site (including all content contained therein);
- reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence, and organization of all or any part of the Services (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law);
- engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Payment Labs or Users of our Services;
- use the Services in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services;
- use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any of the material on the Site;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the servers on which the Site is stored, or any server, computer or database used to provide our Services;
- engage in any fraudulent activity or engage in any activity that facilitates fraud; or
- otherwise attempt to interfere with the proper working of the Services.

2.3 Other Users. The Services provide a means for enabling connections between Users, but Payment Labs is not responsible for actions or activities of its Users. Payment Labs does not have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of the information Users provide, including information related to Payouts (defined below), and is not responsible for any errors, acts, or omissions of its Users. You are advised to exercise caution and common sense to protect your personal safety and property the same as you would when interacting with any stranger. Payment Labs is not responsible for the conduct or performance, whether online or offline, of any User of the Services.

2.4 Payment Services. Your ability to access and use the Payin Service as a Merchant and/or the Payout Service as a Payor shall be contingent upon the service(s) being expressly identified in an Order Form duly executed between you and Payment Labs. Payment Labs shall have no obligation to provide access to, or usage of, any service that is not explicitly included in such an

Order Form. Payees receiving payment via the Payout Service and third-parties (the “Buyers”) making payments via the Payin Service may do so without executing an Order Form.

a. Payin Services. Payment Labs offers its Users a means to accept payments, including but not limited to, credit card, debit card, wallet systems, etc. (the “Payin Service”). For such Users (the “Merchants”), Payment Labs will process payments on their behalf and deposit the funds minus the agreed upon processing fee into the Merchant’s designated bank account.

b. Payout Services. Payment Labs also offers a means by which payments can be taken from a User’s FBO account (the “Payor’s” FBO account) and remitted to another User (the “Payee”); such services referred to herein as the “Payout Service”).

The Payin Service and Payout Service are collectively referred to herein as the “Payment Services”.

c. Eligibility. You must be at least 18 years old and able to enter into legally binding contracts to use the Payment Services. By using the Payment Services you represent and warrant that you are 18 or older.

d. Restriction. Payment Labs may temporarily restrict the availability of the Payment Services, or certain services or features thereof, to carry out maintenance measures that ensure the proper or improved functioning of the Payment Services.

e. Prohibited Use. You may not use the Payment Services except as authorized by United States law, the laws of the jurisdiction that is your country of residence, and any other applicable laws. Payment Services may not be used to send or receive funds: (i) into any United States embargoed countries; or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List. You represent and warrant that: (i) neither you nor your payees are located in (and no transactions between you take place in) a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. In addition to complying with the above, you must also comply with any relevant export control laws in your local jurisdiction.

f. Making/Receiving Payments. When you add a financial instrument like a credit card, debit card, financial account number, or other account credentials or information in order to make or receive a Payout, you will be asked to provide financial information either to Payment Labs or its third-party payment processor(s). You must provide accurate, current, and complete and up-to-date information at all times. The information may include but is not necessarily limited to: your name, email address, phone number, billing address, country of residence, currency type, and financial account information. Payment Labs is not responsible for any loss suffered by you as a result of incorrect payment information provided by you.

g. Currency Conversion. Payouts will be processed in the currency that the Payee is able to receive. Payins will be processed in the currency the Merchant selects. The currencies available to make and receive payments for any given transaction may be limited for regulatory

or operational reasons. A User's third-party payment service provider or bank may impose transaction, currency conversion or other fees based on the currency or payment method the User selects to make or receive payments. Payment Labs disclaims all liability for and is not responsible for any such fees.

h. Payment Security. Payment Labs may delay or cancel any Payout or Payin at its sole discretion for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation.

i. Errors. In the event we become aware of a payment processing error we will take steps to rectify it. These steps may include crediting or debiting the appropriate amount to the User, which may be performed by Payment Labs or a third party such as your financial institution.

j. Disputes. Disputes between Users regarding Payouts are not the responsibility of Payment Labs. It is the responsibility of a Payor to communicate its rules, prize rules, terms, conditions, or other applicable policy/ies regarding Payouts. All communications regarding Payout disputes are between the Payor initiating payment and the Payee, and Payment Labs will not be responsible or liable in any way for refunds, errors in issuing refunds, or lack of refunds in connection with the Services.

2.5 Third Parties. Your access to or use of certain Payment Services may be subject to, or require you to accept, additional terms and conditions from third-party service providers. If there is a conflict between these Payments Terms and terms and conditions applicable for a specific Payment Service, the latter terms and conditions will take precedence with respect to your use of or access to that Payment Service, unless specified otherwise. These service providers may charge you additional fees when processing payments and Payouts in connection with the Payment Services (including deducting charges from the Payout amount), and Payment Labs is not responsible for any such fees and disclaims all liability in this regard.

2.6 Identity Verification Services. To the extent that Payment Labs provides or makes available Identity Verification Services to you, said Identity Verification Services shall be provided in accordance with and shall be subject to the Identity Verification Services Terms which are attached hereto as Exhibit A and are hereby incorporated by reference herein.

“Identity Verification Service” or “IDV” means the identification verification service made available by Payment Labs that uses an identification document and Biometric Data, namely facial geometry information, to confirm the identity of an end user.

“Biometric Data” means personal data resulting from specific technical processing relating to the physical physiological, or behavioral characteristics of a natural person, which allows or confirms the unique identification of that natural person, such as information regarding facial geometry.

2.7 Payment Labs API. To the extent that you access, download, or use the Payment Labs API, said use shall be governed by and be subject to the Payment Labs API Terms which are attached hereto as Exhibit B and are hereby incorporated by reference herein.

2.8 Provision of Tax Documents. You agree that tax documents may be provided via electronic means.

### 3. **Privacy.**

Please see our Privacy Policy for information relating to how we collect, use, and disclose your personal information. The Privacy Policy is available at <https://www.paymentlabs.io/legal/privacy-policy> and is incorporated by reference herein. Users may be required to provide personal information, including sensitive personal information, with third parties in order to use the Services. If we inform you that we have engaged a service provider as an Accounts Payable Automation Platform, please review such third-party's privacy policy to learn how they will process your information. Payment Labs shall not be responsible for the use or processing of your information by such third parties.

### 4. **Account Registration.**

4.1 Creation of Account. To sign-up as a registered User of the Services, you are required to create an account. It is a condition of your use of the Services that all the information you provide is correct, current, and complete. Payment Labs reserves the right to suspend or terminate all of your accounts and refuse any and all of your current or future use of the Services (or any portion thereof) if you provide information that is untrue, inaccurate, incomplete, or not current; or we suspect that such information is untrue, inaccurate, incomplete, or not current.

4.2 Account Security. You are required to keep your account information confidential, and you must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your account or any other breach of security. Payment Labs cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this section or from any unauthorized access to or use of your account. You shall be liable for all use of your account credentials, whether or not authorized by you.

4.3 Account Ownership. Accounts are presumed to be registered by the person or entity indicated in the registration information. You represent that you have the authority to bind the person or entity listed as the owner of an account. In the event of any dispute between two or more parties as to account ownership, you agree that Payment Labs shall be the sole arbiter of such dispute in its sole discretion and that Payment Labs' decision (which may include termination or suspension of any account subject to dispute) shall be final and binding on all parties.

4.4 Account Termination. Payment Labs, in its sole discretion, may terminate your password, accounts (or any part thereof), and/or your right to use the Services (or any portion thereof), and remove and discard any and all of your information within the Services, at any time for any reason or no reason, including, without limitation, for lack of use, failure to timely pay any fees or other monies due Payment Labs, or if Payment Labs believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. You agree that any termination of your right to use the Services may be affected without prior notice and acknowledge and agree that Payment Labs may immediately deactivate or delete your account and all related information and files related to your account and/or bar any further access to such files or the

Services. Further, you agree that Payment Labs shall not be liable to you or any third-party for any termination of your right to use or otherwise access the Services. All provisions of these Terms of Service that by their nature should survive termination of your right to use the Services shall survive (including, without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, and intellectual property ownership provisions, protections, and licenses).

## 5. Fees.

Users agree to pay Payment Labs all applicable service fees (“Service Fees”). Payment Labs reserves the right to change the Service Fees at any time, and will provide Users adequate notice of any fee changes before they become effective. Such fee changes will not affect any fees agreed to in writing by the Parties under the Service Agreement at <https://www.paymentlabs.io/legal/service-agreement/> with a duly executed Order Form for the duration that said Order Form is in effect. You are responsible for paying any Service Fees that you owe to Payment Labs. Service Fees are non-refundable.

Payors of Payouts may elect to pay Service Fees in one of the following ways:

a. Invoice Billing: Payor will be invoiced for all fees accrued (including Service Fees) on a monthly basis. Payment on said invoices shall be due within thirty (30) days of their issue. Absent an election by Payor to the contrary, this shall be the default method of payment of Service Fees.

b. FBO Billing: Service Fees will be deducted from Payor’s FBO account upon their accrual at payment creation time. Payments shall not be created unless Payor’s FBO account balance is sufficient to cover any resulting Service Fees.

Should Payor elect FBO Billing, Payor may elect to have Service Fees (or a percentage thereof) and Payment Fees (up to a fixed amount) deducted from payments made to their Payees. Should Payor elect the foregoing, Service Fees (or a percentage thereof) and Payment Fees (up to a fixed amount) shall be deducted from Payor’s FBO account upon payment creation and will be credited back to Payor’s FBO account upon payment submission after being deducted from the corresponding payment to the Payee. **Payees accept and consent to the deduction of Service Fees and Payment Fees from payments in accordance with the foregoing.**

Fees for Payins shall be collected from Merchants as follows:

a. Processing Fee: A processing fee will be deducted from each Payin transaction facilitated by Payment Labs prior to the transaction amount being deposited into the Merchant’s designated bank account. The processing fee shall be as designated in the Order Form duly executed by you and Payment Labs.

## 6. IP Ownership and Third Party Content.

6.1 Site Content. Payment Labs and/or its licensors retain all rights to all data and information on our sites and online services, including text, graphics, images, designs, articles, business processes, and any other form of content (collectively referred to as “Content”). Users shall have only those rights in and to the Content that are expressly granted to it pursuant to these Terms of Service, and all rights are otherwise reserved. Reproducing, copying, or distributing any Content for any other purpose is strictly prohibited without the express prior written permission of Payment Labs.

6.2 Third Party Content, Products, and Services. The Services may enable a User to link to websites, and access content, products or services of third parties. Payment Labs is not responsible for any third party websites, or third party content provided on or through the Services. You bear all risks associated with the access and use of such websites and third party content, products and services.

6.3 Your Feedback. We welcome feedback, comments and suggestions for improvements to our Services (“Feedback”). Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

6.4 The Services. Payment Labs (or its licensors) owns all worldwide right, title, and interest in and to the Services, all of their underlying technologies, all derivatives thereof, and all worldwide intellectual property rights therein.

Except as expressly described herein, this Agreement does not grant you any intellectual property license or rights in or to the Services, any of their components, or any trademarks, service marks, or other intellectual property of Payment Labs, whether by implication, estoppel, or otherwise.

## **7. Disclaimer of Warranties.**

The Services are provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Payment Labs does not represent or warrant that content or information provided through the Services are accurate, complete, reliable, current, or error-free. Payment Labs does not represent or warrant that the Services are free of viruses or other harmful components and, therefore, you should use an industry recognized software to detect and remove viruses from any download. No advice or information, whether oral or written, obtained by you from Payment Labs or through the Services shall create any warranty not expressly stated herein.

## **8. Release of Liability.**

In consideration of being permitted to access and use the Services, you hereby agree to release Payment Labs and its affiliates and subsidiaries, and their officers, directors, employees, and agents from all damages (whether direct, indirect, incidental, consequential or otherwise), losses, liabilities, costs and expenses of every kind and nature, known and unknown, arising out of or in any way connected with disputes between you and third parties (including but not limited to Payors, Payees, and other Users) in connection with the Services or your access and use of the

Services. In connection with the foregoing release, you hereby waive California Civil Code 1542 and any other applicable law or statute, which says, in substance: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

## 9. **Limitation of Liability and Damages.**

9.1 The following is applicable for Users in the USA and rest of the world (outside the European Union):

a. To the fullest extent permitted by applicable law: (i) in no event shall Payment Labs be liable for any direct, special, indirect, or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits, or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Services or the Content, including without limitation any damages caused by or resulting from reliance on any information obtained from Payment Labs; and (ii) in no event shall the aggregate liability of Payment Labs, whether in contract, warranty, tort (including negligence, whether active, passive, or imputed), product liability, strict liability, or other theory, arising out of or relating to the use of or inability to use the Services exceed the amount paid to Payment Labs by you, if any, for accessing the Services during the twelve (12) month period immediately preceding the date of the claim.

b. These limitations of liability also apply with respect to damages incurred by you by reason of any services provided by third parties other than Payment Labs.

c. You acknowledge and agree that Payment Labs has offered the Services and entered into these Terms of Service in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and Payment Labs, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between you and Payment Labs.

9.2 The following is applicable to Users in the European Union:

a. Neither Payment Labs and its affiliates and partners, nor you, will be responsible for: (i) losses that were not caused by any breach on Payment Labs, its affiliates, or partners part; or your part, respectively; (ii) any indirect or consequential losses (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure); or (iii) any indirect or consequential losses that were not foreseeable by both you and us when these terms of service were agreed or updated as applicable. You are not granted any rights under this section.

9.3 **Indemnification.** To the maximum extent permitted by applicable law, you agree to release, defend (at Payment Labs' option), indemnify, and hold harmless Payment Labs and its affiliates and subsidiaries, and their officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms of Service, any terms referenced or incorporated by reference herein, or our Policies, (ii)



your improper use of the Services or the Site, (iii) your interaction with any User, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of use of the Services or Site, (iv) your breach of any laws, regulations or third party rights, or (v) your gross negligence or willful misconduct.

## 10. **Arbitration.**

ONLY FOR USERS LOCATED IN THE UNITED STATES.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. ANY DISPUTE OR CLAIM UNDER THESE TERMS OF SERVICE OR WITH RESPECT TO THE SERVICES WILL BE SETTLED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT (TO THE EXTENT THE CLAIM QUALIFIES AND CANNOT BE SETTLED BY ARBITRATION, OR AS OTHERWISE ALLOWED PURSUANT TO SECTION 10.5 BELOW) AND WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY; CLASS, CONSOLIDATED OR REPRESENTATIVE ARBITRATIONS AND CIVIL ACTIONS ARE NOT PERMITTED.

10.1 Pre-Arbitration Dispute Resolution. Prior to initiating an arbitration, you and Payment Labs each agree to notify the other party of the dispute and first attempt to negotiate an informal resolution. We will contact you at the email address you have provided to us; and you can contact Payment Labs by emailing us. If after a good faith effort to negotiate a resolution, one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration.

10.2 Agreement to Arbitrate. You and Payment Labs agree that any dispute, claim, or controversy, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, arising out of or relating to these Terms of Service or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services (collectively, “Disputes”) will be settled through binding arbitration and not in a court of law. You and Payment Labs each hereby agree to resolve any and all disputes or claims under these Terms of Service or with respect to the Services through binding arbitration or in small claims court (to the extent the claim qualifies and cannot be settled by arbitration, or as otherwise allowed pursuant to Section 10.5 below) instead of in courts of general jurisdiction and only on an individual basis and not as part of any purported class, consolidated, or representative proceeding. Only the arbitrator appointed pursuant to this Section, and not any federal, state or local court or agency, shall have the authority to resolve any dispute or claim relating to this Section, including, without limitation, the scope, enforceability and arbitrability of these Terms of Service. This arbitration provision shall survive termination of these Terms of Service. These Terms of Service evidence a transaction in interstate commerce and the interpretation and enforcement of this Section is governed by the Federal Arbitration Act, notwithstanding the choice of law set forth in these Terms of Service.

10.3 About Binding Arbitration. Arbitration, which is often cheaper, faster and less formal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief as a court. Binding arbitration is subject to very limited review.

10.4 Scope of Agreement. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (i) all claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (ii) all claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); and (iii) all claims that may arise after termination of these Terms of Service and/or your use of the Services.

10.5 Exceptions. Notwithstanding this Agreement to arbitrate, either party may (i) bring an action on an individual basis in small claims court (to the extent the applicable claim qualifies), (ii) bring issues to the attention of federal, state or local agencies, including, for example, the Federal Trade Commission and the California Division of Consumer Services, which agencies may be able to seek relief on a party's behalf (the Complaint Assistance Unit of the Division of Consumer Services may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210), and (iii) bring suit in court to seek a preliminary injunction or other interim relief pending the outcome of arbitration.

10.6 No Class Actions. YOU AND PAYMENT LABS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT PRESIDE OVER ANY FORM OF CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING AND MAY ONLY PROVIDE RELIEF IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

10.7 Notice of Dispute. A party who intends to seek arbitration must first send to the other a written Notice of Dispute ("Notice"). The Notice to Payment Labs must be addressed to the address in Section 11.4 below ("Notice Address") and must be sent by certified mail. The Notice to you must be addressed to a mailing, home or payment address currently on record with Payment Labs and must be sent by certified mail. If Payment Labs has no records of such physical address, such notice may be delivered to your email address on record with Payment Labs. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If Payment Labs and you do not reach an agreement to resolve the claim within sixty (60) calendar days after the Notice is received, you or Payment Labs may commence an arbitration proceeding.

10.8 Arbitration Proceedings. The arbitration will be governed by the Commercial Arbitration Rules, or, if the actions giving rise to the dispute or claim relate to your personal or household use of the Services (rather than business use), the Consumer Arbitration Rules (in each case, the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Section 10, and will be administered by the AAA and settled by a single arbitrator. The AAA Rules are available online at [adr.org](http://adr.org) or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of these Terms of Service. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Section 10.8. Unless Payment Labs and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location in the United States for both parties with due consideration of

their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, AAA shall determine the location. If your claim is for ten thousand dollars (\$10,000) or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds ten thousand dollars (\$10,000), the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. All decisions by the arbitrator shall be final and binding and judgment on the award rendered may be entered in any court having jurisdiction.

#### 10.9 Costs of Arbitration; Legal Fees.

a. Payment of all filing, administration, and arbitrator costs and expenses imposed by AAA will be governed by the AAA rules, provided that if you are initiating an arbitration against Payment Labs and the value of the relief sought is ten thousand dollars (\$10,000) or less, then Payment Labs will advance all filing, administrative, and arbitration costs and expenses imposed by AAA (subject to reimbursement as set forth below). If the circumstances in the preceding sentence apply, but the value of relief sought is more than ten thousand dollars (\$10,000) and you demonstrate to the arbitrator that such costs and expenses would be prohibitively more expensive than a court proceeding, then Payment Labs will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to reimbursement as set forth below). In the event that the arbitrator determines that all of the claims you assert in arbitration are frivolous according to Federal Rule of Civil Procedure 11, you agree to reimburse Payment Labs for all such cost and expenses that Payment Labs paid and that you would have been obligated to pay under the AAA rules.

b. Just as in any court proceeding, each party will initially bear its own attorneys' fees and expenses in connection with any arbitration. Should either party be determined to have substantially prevailed in the arbitration, then upon such party's request, the arbitrator shall award such prevailing party the reasonable attorneys' fees and expenses that it incurred in connection with the arbitration, provided that to the extent that the dispute or claim relate to your personal or household use of the Services (rather than business use) Payment Labs will not seek to recover its attorneys' fees and expenses in an arbitration initiated by you. The arbitrator may make rulings and resolve disputes as to the reimbursement of attorneys' fees and expenses upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

10.10 Future Changes. Notwithstanding any provision in these Terms of Service to the contrary, you and Payment Labs agree that if Payment Labs makes any future change to this arbitration provision (other than a change to the Notice Address) Payment Labs will provide you with notice of such change and you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Notice Address described above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision as unmodified by such rejected change.

10.11 Special Severability. In the event that the provisions of Section 10.6 above are found to be invalid or unenforceable for any dispute or claim, then, notwithstanding Section 11.3 (“No Waiver”), the entirety of this Section 10 shall be null and void with respect to such dispute or claim and Section 11.2 shall apply in lieu of this Section 10.

## 11. **General Terms.**

11.1 Governing Law. These Terms of Service shall be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America. The parties agree that the Uniform Computer Information Transactions Act as enacted by any State of the United States shall not apply to this Agreement or any performance hereunder and the parties expressly opt-out of the applicability of UCITA to this Agreement.

11.2 Forum. In the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt-out of the Agreement to Arbitrate (if allowed) or for any other reason, then any dispute or claim not subject to arbitration shall be resolved exclusively by a federal court located in Orange County, California, and to the extent there is no subject matter jurisdiction in such federal court, then a state court in Orange County, California. Both you and Payment Labs agree to submit to the personal jurisdiction and venue of such courts and agree that such a forum is convenient.

11.3 No Waiver. The failure of either party at any time to require performance by the other party of any provision of these Terms of Service shall in no way affect that party’s right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Terms of Service be taken or held to be a waiver of any further breach of the same provision.

11.4 Notice. Notices to Payment Labs may be sent by registered mail or nationally recognized express courier to 14403 Tiara Street, Unit 8, Van Nuys, CA 91401 or other notice address provided to you in writing by Payment Labs.

Notices to you may be sent via registered mail or nationally recognized express courier to a mailing, home or payment address currently on record with Payment Labs; or via electronic means to your e-mail address on record with Payment Labs.

Notices to you regarding changes to these Terms of Service or other matters may also be provided by displaying notices or links to notices to you generally on the Services.

Notices sent in accordance with this Section 11.4 shall be deemed effective: a.) if provided by registered mail or express courier, on receipt by the receiving party or upon receiving party’s refusal of delivery thereof; b.) if provided by e-mail, upon being sent to the appropriate e-mail address; or c.) if provided on the Services, upon conspicuous notice being made thereon.

11.5 Assignment. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Payment Labs without restriction. Any assignment attempted to be made in violation of these Terms of Service shall be void.

11.6 Severability. If any provision of these Terms of Service or any guidelines is held to be unlawful, void, or for any reason unenforceable, then for both you and Payment Labs that

provision will be limited or eliminated from these Terms of Service to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

11.7 Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms of Service, and will not be deemed to limit or affect any of the provisions of it.

11.8 Survival. Upon termination of these Terms of Service, any provision which, by its nature or express terms should survive, will survive such termination or expiration.

11.9 English Language. Communications and documents, even those from Payment Labs, on the Site or through the Services may be in a language other than English. With respect to these Terms of Service, the Privacy Policy, and any other agreement between you and Payment Labs, or other policy implemented by Payment Labs, the English language version of each of these documents is the version that governs your use of the Services and controls in the event of any conflict.

11.10 Time to Bring Claims. Any cause of action arising out of or related to the Services must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

11.11 No Professional Advice. None of the Services are intended to provide professional advice, including but not limited to, accounting, legal, medical, or financial advice. All information provided in relation to such matters are for informational purposes only and should not be construed as professional advice. No action should be taken based upon any information contained in the Service without further consultation from a professional advisor. You are advised to seek legal, financial, and other professional advice from a licensed and qualified person in the applicable area.

## **Contact**

If you have any questions or suggestions regarding these Terms, please contact [legal@paymentlabs.io](mailto:legal@paymentlabs.io).

## **EXHIBIT A**

### **IDENTITY VERIFICATION SERVICES TERMS**

Your use of the Identity Verification Service (as defined below) shall be governed by both the Terms of Service (referred to herein as the “Agreement” or “TOS”) and these Identity Verification Services Terms (the “IDV Terms”). Should any conflict arise between the Agreement and these IDV Terms, these IDV Terms shall control, but solely with respect to your use of the Identity Verification Service.

#### **1. DEFINITIONS**

Capitalized terms within these IDV Terms shall have the meanings set forth below.

1.1 “Identity Verification Service” or “IDV” means the identification verification service made available by Payment Labs that uses an identification document and Biometric Data, namely facial geometry information, to confirm the identity of an end user.

1.2 “Biometric Data” means personal data resulting from specific technical processing relating to the physical physiological, or behavioral characteristics of a natural person, which allows or confirms the unique identification of that natural person, such as information regarding facial geometry.

1.3 “Biometric Information” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s Biometric Data.

1.4 “Biometric User” means you who are requested or required by us to use the Identity Verification Service.

#### **2. BIOMETRICS**

2.1 IDV Use is Optional. Use of the IDV is optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to your Biometric User’s use of the IDV. To the extent the Biometric User elects to use the IDV, Biometric User agrees to comply with all such laws and regulations. In the event the Biometric User is unwilling to comply with laws and regulations relating to the use of Biometric Data, Biometric User shall not use the IDV.

2.2 Requirements for use of IDV. Before Biometric User or any Biometric User is permitted to use the IDV in a jurisdiction where laws and regulations potentially govern such use, Biometric User will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Biometric User will comply with potentially applicable law):

2.2.1 Biometric User Notice and Consent. We will provide notice and procure and retain appropriate consents or releases from Biometric User in the manner and to extent the same are required by applicable law, including:

- notifying Biometric User in writing that we are collecting, capturing, or otherwise obtaining Biometric User's Biometric Data, and that we are providing such Biometric Data to our vendors and the licensor of the IDV; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;
- obtaining a written release or consent from Biometric User (or their legally authorized representative) authorizing us to collect, store, and use the Biometric User's Biometric Data for the specific purpose disclosed by us, and authorizing us to provide such Biometric Data to our vendors and the licensor of the IDV; and if requested by Biometric User, providing to Biometric User copies of the required consents or releases collected and retained by us, and/or certifying to Biometric User that such consents or releases have been obtained.

2.4 Retention and Purging of Biometric Data. We will work with Biometric User to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, we agree to provide timely notification to Biometric User of the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. We are not responsible for the Biometric User's failure to provide timely notification of the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

2.5 Third Party Beneficiary. Notwithstanding anything to the contrary in the TOS or these IDV Terms, Biometric User agrees that we and licensor of the IDV (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to the IDV.

2.6 Additional Termination Provisions for the IDV. If we determine that Biometric User has failed to comply with any potentially applicable laws and regulations applicable to the IDV, we may, in our sole discretion and upon notice to Biometric User, immediately suspend or terminate provision of the IDV to Biometric User. In addition, we may cease the provision of the IDV at any time at its sole discretion, with or without notice.

### **3. IDV SERVICE AND FEE**

3.1 IDV Service. We shall provide the IDV to Biometric User subject to the terms of the TOS and these IDV Terms.

3.2 Per Verification Fee. As consideration for Biometric User's use of the IDV, Biometric User may be charged a fee per identity verification initiated. Said fee shall be paid in accordance with the payment terms described in the TOS.

## **4. INDEMNITY**

4.1 Indemnity. Without in any way limiting Biometric User's indemnification obligations in the TOS, Biometric User shall defend, indemnify, and hold us and our successors, assigns, and licensors harmless from any and all claims, actions, and proceedings, and the resulting losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any claim, action or proceeding based upon or in any way related to Biometric User's breach or alleged breach of any representation, warranty or covenant in these IDV Terms; or any claim, action, or proceeding initiated by any Biometric User.

## **5. WARRANTIES AND DISCLAIMERS**

5.1 Disclaimer. THE IDV IS PROVIDED "AS-IS". WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE IDV TERMS OR THE IDV. WITHOUT LIMITING THE FOREGOING, WE DISCLAIM ANY WARRANTY THAT THE IDV WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. WE FURTHER DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE IDV AS TO NON-INFRINGEMENT, MERCHANTABILITY, ACCURACY OF ANY INFORMATION PROVIDED, OR FITNESS FOR A PARTICULAR PURPOSE. WE FURTHER DISCLAIM ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY.

## **6. LIMITATION OF LIABILITY**

6.1 Liability Limits. IN NO EVENT SHALL WE BE LIABLE TO BIOMETRIC USER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE IDV TERMS, IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO BIOMETRIC USER IN CONNECTION WITH THESE IDV TERMS OR BIOMETRIC USER'S ACCESS TO AND USE OF THE IDV EXCEED THE SUM OF ALL FEES PAID TO US BY BIOMETRIC USER FOR THE USE OF THE IDV IN THE SIX (6) MONTH PERIOD PRECEDING THE CLAIM OR ACTION GIVING RISE TO THE LIABILITY.



LIMITATIONS OF LIABILITY CONTAINED IN THESE IDV TERMS ARE IN ADDITION TO, AND NOT IN LIEU OF, ANY LIMITS OUTLINED IN THE TOS.

6.2 Acknowledgment. The Parties acknowledge that the limitations and exclusions contained in this Section 6 and elsewhere in these IDV Terms have been the subject of negotiation between the Parties and represent the Parties' agreement based upon the perceived level of risk associated with their respective obligations under these IDV Terms, and the payments made hereunder. Without limiting the generality of the foregoing, the Parties acknowledge and agree that a.) the provisions hereof that limit liability, disclaim warranties or exclude consequential damages or other damages or remedies shall be severable and independent of any other provisions and shall be enforced as such, regardless of any breach hereunder, and b.) all limitations of liability, disclaimers of warranties, and exclusions of consequential damages or other damages or remedies shall remain fully valid, effective and enforceable in accordance with their respective terms, even under circumstances that cause an exclusive remedy to fail of its essential purpose.

## **7. ADDITIONAL TERMS**

7.1 Third-Party Terms. Biometric User acknowledges and agrees that these IDV Terms, and any other terms agreed to by the Parties, Biometric User's use of the IDV is subject to terms and conditions of the third-party licensor of the IDV. Biometric User agrees to such terms and agrees to require Biometric Users' agreement to such terms.

7.2 Ownership. The IDV, its materials, any product and/or service made available to Biometric User by us, and all intellectual property rights therein, are owned by us and/or its licensors. All rights not expressly granted by us herein are reserved thereby, and no rights are granted by implication, estoppel, or otherwise.

7.3 Biometric Data Privacy Policy. Our use of Biometric Data of Biometric Users shall comply with its Biometric Data Privacy Policy, which may be found at <https://www.paymentlabs.io/legal/biometric-data-privacy-policy>, a copy of which that is current as of the Effective Date is attached hereto as Schedule 1 for convenience. Note that the Biometric Data Privacy Policy may be updated from time to time. A current version may be found at the aforementioned URL. Should any conflict arise between the copy of the Biometric Data Privacy Policy attached hereto and that found at the aforementioned URL, the version found at the aforementioned URL shall control.

7.4 Entire Agreement. These IDV Terms constitute the complete and exclusive agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter herein. Payment Labs reserves the right to amend or modify these IDV Terms at any time and at its sole discretion. Payment Labs will notify you of any such amendments by email, notices or links to notices on the Services, or other conspicuous manner.

Your continued use of the IDV following the effective date of any amendment or modification constitutes your acceptance and agreement to be bound by the revised terms. If you do not agree to the amended terms, your sole and exclusive remedy is to cease all use of the IDV.

7.5 Term; Survival. These IDV Terms shall be effective immediately and shall continue in effect until the later of: a.) the expiration or termination of the TOS; and b.) Biometric User's and its Biometric Users' ceasing use of the IDV. The following sections of these IDV Terms shall survive its termination or expiration: 2, 3, 4, 5, 6, and 7.

7.6 Headings. The headings in these IDV Terms are for the convenience of reference only and have no legal effect.

# **SCHEDULE 1**

## **BIOMETRIC DATA PRIVACY POLICY**

Last Updated May 23, 2023

THE TERMS OF THIS BIOMETRIC DATA PRIVACY POLICY ARE LEGALLY BINDING. Payment Pro Logistics LLC (referred to herein as “Payment Labs”, “we”, “our”, or “us”), values and respects your privacy rights and recognizes the importance of protecting your Biometric Data. This Biometric Data Privacy Policy (the “Policy”) explains our practices and provides information on how and why we collect, use, and share your Biometric Data in relation to your use of the Identity Verification Services (the "IDV").

**By using the IDV, you accept and agree to the terms of this Policy and consent to our collection, use, disclosure, retention, and protection of Biometric Data as described herein.**

### **1. DEFINITIONS**

1. “Biometric Data” means personal data resulting from specific technical processing relating to the physical physiological, or behavioral characteristics of a natural person, which allows or confirms the unique identification of that natural person, such as information regarding facial geometry.

### **2. TYPE OF BIOMETRIC DATA COLLECTED**

1. Payment Labs’ third-party IDV service provider collects facial images and facial geometry information.

### **3. WHY BIOMETRIC DATA IS COLLECTED**

1. We use a third-party service provider to collect Biometric Data to verify the identity of end users to prevent fraud and theft. In certain jurisdictions we are also required to collect a photo of a government-issued ID to comply with rules applicable to local tax authorities.

### **4. HOW BIOMETRIC DATA IS COLLECTED**

1. We use a third-party service provider to provide the IDV. In doing so, said service provider captures a photo of your ID and your face. The service provider then compares the face geometry extracted from the photos of your ID and your face to securely verify your identity.

### **5. HOW BIOMETRIC DATA IS USED AND SHARED**

1. Our third-party IDV service provider collects your Biometric Data to verify your identity. Our third-party service provider does not use your Biometric Data for any purpose other than to verify your identity. Our service provider does not share your Biometric Data with any other third party. We can view a copy of the photographs of

your ID and your face to help process your check-in and comply with our legal recordkeeping requirements. We may access and disclose a copy of your ID to third-parties as necessary to enforce any contractual terms, as may be required by and in order to enforce applicable laws and regulations, as requested by any judicial process or governmental agency, to protect the safety and lives of people, to protect our rights or property, to prevent fraud and upon its detection, to combat money laundering, and with your consent. We do not have access to your facial geometry data.

## **6. HOW LONG BIOMETRIC DATA IS RETAINED**

1. Our IDV service provider deletes your Biometric Data within two weeks after your ID has been verified. Payment Labs may store a copy of your ID for up to two (2) years from your last interaction with Payment Labs. Payment Labs does not otherwise retain any Biometric Data.
2. Payment Labs and our IDV service provider implement and maintain reasonable security measures to protect your Biometric Data from unauthorized access, disclosure, alteration, or destruction. These measures may include encryption, access controls, secure storage, and regular security assessments.

## **7. HOW BIOMETRIC DATA IS DELETED**

1. Payment Labs' and its IDV service provider permanently erase your Biometric Data at the end of the retention period described above such that it cannot be recovered or reconstructed.

## **8. OTHER TERMS**

1. Payment Labs may update or modify this Biometric Data Privacy Policy from time to time. Any changes will be posted on our website, and the "Last Updated Date" at the beginning of this Policy will reflect the date of the most recent revision. This Policy is effective as of the date first set forth above and is subject to change without notice.
2. If you have any questions or concerns about this Policy or our handling of biometric information, please contact us at:

Payment Pro Logistics LLC  
14403 Tiara Street Unit 8  
Van Nuys, CA 91401 USA  
Phone: +1 833 457 5227  
Email: [privacy@paymentlabs.io](mailto:privacy@paymentlabs.io)

## **EXHIBIT B PAYMENTS LABS API TERMS**

Your use of the Payment Labs API (the “API”) shall be governed by both the Terms of Service (referred to herein as the “Agreement” or “TOS”) and these Payment Labs API Terms (the “API Terms”). Should any conflict arise between the Agreement and these API Terms, these API Terms shall control, but solely with respect to your use of the API. By using the API, you agree to be bound by these API Terms.

### **1. LICENSE**

1.1 Grant of License. Payment Labs grants you a non-exclusive, non-transferable, and revocable license to access and use the API solely for the purpose of facilitating Payin and Payout transactions in accordance with the TOS, these API Terms, and the API published user documentation.

1.2 Restrictions. You agree not to:

- Use the API for any purpose other than as expressly permitted under these API Terms.
- Modify, reverse engineer, decompile, or disassemble the API, or otherwise attempt to derive the source code.
- Rent, lease, sublicense, sell, or otherwise transfer access to the API to any third party.
- Use the API in a way that violates applicable laws or regulations.
- Interfere with, disrupt, or attempt to gain unauthorized access to the API or related systems or networks.

### **2. API USAGE AND LIMITS**

2.1 API Key. You are required to use an API key provided by Payment Labs to access the API. You are responsible for maintaining the confidentiality of your API key and for any activities that occur under your API key. You agree to notify Payment Labs immediately if you believe your API key has been compromised.

2.2 Rate Limits. Your use of the API is subject to certain rate limits as specified in the Payment Labs API documentation. Exceeding these limits may result in the temporary or permanent suspension of your access to the API.

2.3 Monitoring. Payment Labs reserves the right to monitor your use of the API to ensure compliance with these Terms. Payment Labs may restrict, limit, or terminate your access to the API at its sole discretion for any reasonable reason, including but not limited to the following: to prevent or mitigate any degradation of service or interference with the API or its related services; to prevent or address suspected fraud, abuse, or any security-related concerns; or upon your breach or suspected breach of any term of these API Terms or the Payment Labs Terms of Service.

Such suspension or restriction may occur without prior notice and will be effective immediately. Payment Labs shall not be liable for any damages or losses that may result from such suspension or restriction.

### **3. USER RESPONSIBILITIES**

3.1 Data Security. You are responsible for ensuring the security of any data transmitted to and from the API. You must implement appropriate security measures to protect against unauthorized access or breaches.

3.2 Compliance. Your use of the API shall comply with all applicable laws, regulations, and industry standards.

3.3 Modifications to the API. Payment Labs reserves the right to modify, update, or discontinue the API, in whole or in part, at any time and at its sole discretion, without prior notice to you. You acknowledge and agree that such modifications may impact the functionality of your applications, integrations, or services that rely on the API.

Payment Labs shall not be liable for any damages, losses, or disruptions resulting from any modifications, updates, or discontinuation of the API. It is your sole responsibility to monitor and update your use of the API to ensure continued compatibility and functionality in light of any changes made by Payment Labs.

You agree to promptly make any necessary adjustments or updates to your systems, applications, or integrations to accommodate such modifications to the API. Payment Labs is not responsible for providing support or assistance in making such adjustments.

### **4. PAYMENT LABS RESPONSIBILITIES**

4.1 Support. Payment Labs may provide you with technical support in connection with your use of the API during normal business hours.

4.2 Service Levels. Payment Labs will use commercially reasonable efforts to maintain the availability of the API. However, Payment Labs does not guarantee or warrant that the API will be uninterrupted, timely, secure, or error-free at all times. You acknowledge and agree that Payment Labs does not make any specific service level agreement (SLA) commitments or guarantees regarding the uptime, availability, or performance of the API.

Payment Labs reserves the right to conduct maintenance, updates, or other activities that may temporarily affect the availability of the API. Payment Labs will make reasonable efforts to provide advance notice of any scheduled maintenance that may result in downtime, but such notice is not guaranteed.

In the event of any interruption or disruption of the API, Payment Labs will work diligently to restore normal operation as quickly as possible. However, Payment Labs shall not be liable for any damages or losses resulting from any unavailability, downtime, or performance issues of the

the API, whether due to maintenance, technical difficulties, or any other cause beyond Payment Labs' reasonable control.

The API provided under these API Terms is offered "as is" and "as available." With respect to the API, Payment Labs disclaims all warranties not expressly stated in these API Terms, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **5. ADDITIONAL TERMS**

5.1 Entire Agreement. These API Terms constitute the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter herein.

5.2 Amendment. Payment Labs reserves the right to amend or modify these API Terms at any time and at its sole discretion. Payment Labs will notify you of any such amendments by email, notices or links to notices on the Services, or other conspicuous manner.

Your continued use of the API following the effective date of any amendment or modification constitutes your acceptance and agreement to be bound by the revised terms. If you do not agree to the amended terms, your sole and exclusive remedy is to cease all use of the API.

5.2 Term; Survival. These API Terms shall be effective upon your download, access, or use of the API, whichever is first, and shall continue in effect until the later of: a.) the expiration or termination of the TOS; and b.) your ceasing all use of the API. The following sections of these API Terms shall survive its termination or expiration: 1.2, 2, 3, 4, and 5.