

**Meridian North America, Inc.
and
Meridian Payments United States, Inc.**

Terms of Service

Effective: [Upon U.S. Account Launch]

These Terms of Service (these “**Terms of Services**” or this “**Agreement**”) constitute a legally binding agreement between you and **Meridian North America, Inc.** (together with its affiliates, including **Meridian Payments United States, Inc.**, “**Meridian**”, “**we**”, “**our**”, or “**us**”) governing your use of our products, services, mobile application (the “**App**”) and website (the “**Site**”)(collectively, the “**Services**”).

YOU ACKNOWLEDGE AND AGREE THAT BY ACCESSING OR USING THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES. These Terms of Service are effective as of the date you first use or access the Services. If you accept or agree to these Terms of Service on behalf of a legal entity, you represent and warrant that you have full legal authority to bind such entity to these Terms of Services.

Any personal data you submit to us or which we collect about you is governed by our Privacy Policy, available at <https://meridian-mobile.com/legal/privacy>, which includes our U.S. Consumer Privacy Policy which applies to information that we collect about individuals who seek, apply for, or obtain our financial products or services in the U.S. for personal, family, or household purposes (such privacy policies, individually and collectively, the “**Privacy Policy**”). You acknowledge that by using the Services, you have reviewed and agree to the Privacy Policy.

End User may reach out to G-Xchange, Inc. (“GCash”) directly with any questions or issues regarding the Services at <https://help.gcash.com/hc/en-us/p/contact-us>.

PLEASE NOTE: THIS AGREEMENT GOVERNS HOW DISPUTES BETWEEN YOU AND MERIDIAN CAN BE RESOLVED. IT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 12). PLEASE READ CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING, IF APPLICABLE, YOUR RIGHT TO OPT OUT OF ARBITRATION.

1. Account, Password, Security, and Mobile Phone Use

You must register with Meridian and create an account (an “**Account**”) to use the Services. You will be requested to provide certain information, which may include your name, full address, phone number, email address, age, social security number, and financial and billing information. By using the Services, you agree to provide and maintain true, accurate, current and complete information associated with your Account. The person or entity listed on the Account will be the contracting party (“**Account Owner**” or “**you**,” and in the case of an entity Account Owner, “**you**” shall refer to the Account Owner’s authorized representatives) for the purposes of these Terms of Service. You are the sole authorized user of your Account. You are responsible for maintaining the confidentiality of any log-in, password, and Account number provided to access the Services. You are solely and fully responsible for all activities that occur under your password or Account, even if not authorized by you. Your Account is not transferable to any other person or account. You must immediately notify us of any actual or suspected

unauthorized use of your password or identification or any other breach or threatened breach of your Account.

By providing your mobile phone number and using the Services, you affirmatively consent to Meridian's use of your mobile phone number for calls and recurring texts, (including with an autodialer and/or prerecorded voice) in order to (i) perform and improve upon the Services, (ii) facilitate the carrying out our Services, and (iii) provide you with information and reminders regarding your registration, changes and updates, service outages or alterations. These calls and texts may include, among other things, push notifications and other reminders delivered through our App. Meridian will not assess any charges for calls or texts, but standard message, data or other charges from your wireless carrier may apply. You may opt-out of receiving texts messages from us by modifying your Account settings on the Site or the App, texting "STOP" in response to any texts, or by emailing support@meridianpay.com and specifying you want to opt-out of texts. You may opt-out of receiving calls from us by stating that you no longer wish to receive calls during any call with us, or by emailing support@meridianpay.com and specifying you want to opt-out of calls. You understand that we may send you a text confirming any opt-out by you.

2. Fees for Services

We will notify you of any fees for Services that apply to your use of the Services (the "Fees") in advance of use of such Services. For each Transfer, we will notify you of the Fees prior to the Transfer. Your use of the Services constitutes your acceptance of such Fees. Fees will be deducted directly from any Transfers. Unless otherwise indicated, all prices, fees and other charges are in U.S. dollars, and all payments shall be in U.S. currency.

3. Representations and Warranties

You represent and warrant that: (i) you are 18 years of age or older or are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts, and (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide.

You further represent and warrant that (i) you have read, understand, and agree to be bound by these Terms of Service and the Privacy Policy as a condition of your access to and use the Services, and (ii) when using or accessing the Services, you will act in accordance with any applicable local, state, or federal law or custom and in good faith.

You agree not to engage in any prohibited activities as designated by Meridian, any Payout Partner or applicable Third Party Service as included or referenced in these Terms of Service and updated from time to time. In addition, you acknowledge and agree that the following constitute prohibited activities, without limitation: (i) copying, distributing, or disclosing any part of the Services in any medium other than as allowed by the Services and these Terms of Service; (ii) using any automated system (other than any functionalities of the Services), including without limitation "robots," "spiders," "offline readers," etc., to access the Services; spider, crawl, or scrape; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) violating any international, federal, provincial or state regulations, rules, laws, or local ordinances; (vi) conducting any unlawful purposes or soliciting others to perform or participate in any unlawful acts, including but not limited to online gambling; (vii) uploading invalid data, viruses, worms, or other software agents through the Services; (viii) infringing upon or violate our intellectual property rights or the intellectual property rights of others; (ix) knowingly or wrongfully providing false identification information, impersonating

another person or otherwise misrepresenting your affiliation with a person or entity, conducting identity or payment fraud, hiding or attempting to hide your identity; (x) interfering with or any activity that threatens the performance, security or proper functioning of the Services; (xi) uploading or transmitting viruses or any other type of malicious code; (xii) attempting to decipher, decompile, disassemble or reverse engineer any of the software or algorithms used to provide the Services; (xiii) bypassing the security features or measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein; (xiv) attempting to access unauthorized Accounts or to collect or track the personal information of others; (xv) using the Services for any purpose or in any manner that infringes the rights of any third party; or (xvi) enabling any other individual to do any of the foregoing.

4. Transfer Services

If approved by Meridian, the Services provide you (in this case, the “**Sender**”) with the ability to request that Meridian instruct a third-party transferor (each, a “**Payout Provider**”) to deposit or credit funds into a designated individual’s account outside of the United States (the “**Recipient**”) in a supported currency (“**Payout Currency**”) (each such transfer of funds to Recipient, a “**Transfer**”) (these services, collectively, the “**Transfer Services**”). All Transfers to Recipients are conducted by the Payout Provider. “**Transfer Amount**” means the amount of the Transfer, excluding any Fees or withholding of taxes or other amounts allowed under these Terms of Service, if any.

By using the Transfer Services, and each time you request or initiate a Transfer, you represent, warrant, consent to and acknowledge, as applicable, the following: (1) you, or, if you are not also the Recipient, the Recipient, permit us and Payout Provider to collect and verify information about the Recipient; (2) we and Payout Provider may share the information about you to third parties we or Payout Provider use or rely on to provide the Transfer Services or Transfers; (3) you know your Recipient, if the Recipient is not you; and (4) you will comply with applicable law and not use the Transfer Services for illegal activities. Your Transfer may be delayed due to business hours, systems availability and currency availability. We or Payout Provider may, without notice (except as required by law) and without liability to you, delay, cancel, refuse to honor any instruction for a Transfer, stop or reverse any Transfer, or otherwise suspend or terminate access to, or refuse to provide, any Services or Transfer at any time in its sole discretion, subject to applicable law. In the event you do not have sufficient funds available to fund a Transfer or if any debit to your Linked Account or U.S. Account (as applicable) in connection with a Transfer is reversed or rejected, then we may reverse such Transfer and instruct a Payout Provider to return funds transferred to it in connection with such Transfer.

a. Accounts Services

We may offer you the opportunity to sign up for a third-party account (the “**U.S. Account**”) to receive funds and execute permitted Transfers. You acknowledge and agree that such U.S. Account and related services (“**Accounts Services**”) are provided or otherwise made available to you in the US by Meridian’s licensed affiliate, Meridian Payments United States, Inc. All regulated or licensed activity performed by Meridian under this Agreement shall be performed in accordance with the Meridian Regulatory Addendum attached as Exhibit A, as updated from time to time. You agree and acknowledge that any Licensed Entity indicated in the Meridian Regulatory Addendum may perform Meridian’s obligations in its stead and on your behalf for the purposes described therein.

By enrolling in the Accounts Services program and using the Account Services, you agree that you either (i) have a valid Social Security Number (which you have provided us), or (ii) do not have a Social Security

Number because you are not a United States citizen. You further acknowledge and agree that you will not use the Accounts Service if you have any backup tax withholdings or other tax withhold or reporting obligations arising in the United States. You agree that you are responsible for any taxes, duties and assessments imposed by any governmental authority which may be applicable to your use of the Accounts Service, including any transactions using the Accounts Service.

You cannot use the Account Services in connection with any activities which are deemed prohibited by Meridian or any Payout Provider, as set forth in these Terms of Service (including the U.S. Account Agreement) or publicly on Meridian's website, as updated from time to time.

Meridian and Payout Provider may access your U.S. Account and any information related to your Virtual Account, and may use such information for any purpose, subject to the applicable Privacy Policy and applicable law.

You represent and warrant: (1) that you have the right to authorize any and all charges and debits to the U.S. Account; and (2) you are individually or jointly the owner of the U.S. Account. You will indemnify and hold us and Payout Provider harmless from any claims by any person related to a breach of these representations and warranties.

Your funds will be held on your behalf and will not be subject to any claims or liens against Meridian. You hereby agree and acknowledge that, where legally permitted, **GCash will serve as your legally authorized representative for purposes of any required claims or other filings should they become necessary to receive your funds from the U.S. Account. You may opt out of such representation at any time by notifying GCash at <https://help.gcash.com/hc/en-us/p/contact-us>.**

b. Linking Accounts.

In order to access certain Services, you must link one or more of your bank or payment accounts to the Account (each such bank account, and any U.S. Account, a "**Linked Account**"), and we may require you to link such Linked Account to your Account using Third-Party Services. We may access your Linked Account and any information related to your Linked Account, and may use such information for any purpose, subject to our Privacy Policy and applicable law. You must maintain at least one Linked Account in connection with the Services at all times. We will debit Linked Accounts for all amounts owed to us in connection with our provision of Services. If we cannot collect these amounts via ACH or another method, you agree to immediately pay all amounts owed as directed. You also authorize us to debit Linked Accounts for all amounts owed to us under these Terms of Service. In the event there is an error in processing an electronic debit, you authorize us to correct the error by initiating an electronic credit or debit to the Linked Account in the amount of such error on or after the date such error occurs. You understand this authorization will remain in effect and irrevocable, unless you provide written notice requesting termination of this authorization. Any such termination will become effective two (2) business days after receipt of the request or the completion of any pending Transfer, whichever is later. We may also terminate this authorization for any reason. We may terminate the Services if you do not provide authorization to debit a Linked Account. You are responsible for all costs of collections and damages if amounts owed are not paid in full by you when due. You are solely responsible for any fees or charges incurred from overdrafts or rejected transactions. If a transaction is rejected, we may debit the Linked Account again until the transaction is completed, subject to applicable law. You acknowledge and agree that all payment information, including information related to Linked Account, is accurate, current and complete, and you represent and warrant that you have the legal right to use the Linked Bank Account to

us or our payment processor.

C. Initiating Transfers.

There are two ways you may initiate a Transfer:

1. **One-Time Transfers.** For one-time Transfers, you must enter the name of the Recipient, the Recipient Country, the desired Transfer Amount and such other information as we may require, including the Recipient's receiving financial institution ("**Beneficiary Institution**").
2. **Enrollment for Preauthorized Transfer from a U.S. Account.** To utilize the Preauthorized Transfer program, you must enroll in the Account Services program and authorize Transfers from a U.S. Account on a recurring basis to a certain Recipient (each a "**Preauthorized Transfer**"). To enroll in the program, you must provide the name of the Recipient, the Recipient Country, and such other information as we may require, including the Beneficiary Institution. By enrolling in the program and utilizing the Account Services you expressly agree that a Preauthorized Transfer will be automatically initiated upon the receipt of funds into your U.S. Account. In the event of a Preauthorized Transfer, the Transfer Amount shall be an amount equal to the total amount of funds received in your U.S. Account less any Fees and withholding of taxes or other amounts allowed under these Terms of Service. All Preauthorized Transfers shall be delivered to the Recipient in the local currency of the Recipient Country. The currency pair rate of exchange applied to any Preauthorized Transfer shall not exceed the published Reuters rate for the currency pair plus three percent (3%). To change your Preauthorized Transfer settings, you may cancel and re-enroll in the program, however, such changes will not affect any pending Preauthorized Transfer. You may terminate your Preauthorized Transfer by providing us three (3) business days' prior written notice.

You hereby acknowledge and agree that it is your sole responsibility to ensure that all information you provide in connection with a Transfer request or enrollment for a Preauthorized Transfer is complete, current and accurate.

You are responsible to us and Payout Provider if we or Payout Provider complete a Transfer you request and, for any reason, we or Payout Provider are unable to collect the funds from your Linked Account. Once we have processed your Transfer request, we or our payment processor will debit your Linked Account for an amount equal to the Transfer Amount, plus any Fees and withholding of taxes or other amounts allowed under these Terms of Service.

Upon initiation of a Transfer, we will provide you with a post-transaction communication ("**Receipt**") which will serve as your record of the Transfer. Receipts may be accessed through your Account. It is your responsibility to promptly review all Receipts or other information related to your Transfers through your Account, and you agree to contact us immediately if you have any questions or issues regarding any Transfer. You authorize us to disclose all requests and instructions, and information contained therein, to Payout Provider.

Transfers made through the Services will be credited by the Beneficiary Institution in accordance with its terms and conditions, and you acknowledge the Beneficiary Institution may assess its own fees for any transaction. WE HAVE NO CONTROL OVER THE TIME THE BENEFICIARY INSTITUTION CREDITS A PAYMENT TO AN ACCOUNT AND ARE NOT RESPONSIBLE FOR ANY DELAY WITH RESPECT TO WHEN FUNDS REMITTED TO A BENEFICIARY INSTITUTION WILL BE MADE AVAILABLE OR CREDITED TO THE RECIPIENT'S ACCOUNT, OR ANY FAILURE OF A BENEFICIARY INSTITUTION TO ACCEPT OR PROPERLY PROCESS ANY FUNDS

REMITTED TO IT. WE ALSO ARE NOT RESPONSIBLE FOR ANY FEES OR WITHHOLDINGS MADE BY BENEFICIARY INSTITUTION.

d. Completion of Transfer.

A Transfer is deemed disbursed by us and delivered, and we have no further liability to you, except as expressly set forth in these Terms of Service, when, as applicable (i) we have transferred the Transfer Amount to the Beneficiary Institution for delivery to Recipient; or (ii) for person-to-person Transfers, the Transfer Amount is actually disbursed by us or Payout Provider to Beneficiary Institution or to the Recipient, subject to the Recipient identification provisions above. We will not contact the Recipient to advise them when the Transfer is available for collection. This is something you will need to do. Collection may only be made during the relevant Beneficiary Institution's operating hours and subject to local regulations and compliance requirements. Certain Recipient Countries may impose taxes, fees, and or tariffs upon the Recipient's receipt of, or access to, the Transfer.

e. Taxes.

We will provide to you estimates, if known to us, of any taxes or charges that may be levied under the laws of the country in which the Recipient resides (such taxes, the "**Local Taxes**" and such country, the "**Recipient Country**") prior to your authorizing a Transfer. All Fees associated with a Transfer are made free and clear of, and without any deduction or withholding for and on account of, any Local Taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country are your sole responsibility. If we provide estimates of the Local Taxes, the exact amount of the Local Taxes and other fees are determined by the Recipient Country and Beneficiary Institution. You authorize and give your consent to us and Payout Provider to contact your Recipient and the Beneficiary Institution and for the Payout Provider and us to store all such data, as necessary to provide the Transfer. You will verify Recipient account information and Transfer details are correct prior to submitting your Transfer. Neither we nor Payout Provider are responsible for discovering inaccuracies in such information. You acknowledge that if account information and bank details are incorrect, money may be sent to the wrong account and may not be recovered, and you are solely responsible for such inaccuracies and Transfers based on the information provided by you to us. You acknowledge and agree that you will not use the Accounts Service if you have any backup tax withholdings or other tax withhold or reporting obligations arising in the United States.

Transfers are subject to limits on the amount and frequency. These limits are designed to be flexible in order to protect the security and integrity of the service, including protecting you and all other users of the service. These limitations may be based on confidential fraud and risk criteria that are essential to our or Payout Provider's management of risk and the protection of you and the integrity of the service and may be modified at our or Payout Provider's sole discretion without advance notice.

f. Errors Involving Transfers

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

- Call us at +1 (646) 380-4247; or
- Write us at 110 Greene Street, Suite 507, New York, NY 10012; or
- E-mail us at support@meridianpay.com.

You must contact us within 180 days of the date we promised to you that funds would be made

available to the Recipient. When you do, please tell us:

- (1) Your name and address or telephone number;
- (2) The error or problem with the Transfer;
- (3) Recipient name, and if you know it, their telephone number or address;
- (4) Transfer Amount; and
- (5) The confirmation code or Transfer number, if available.

We will determine whether an error occurred within 90 days after you contact us, and we will correct any error promptly. We will tell you the results within three 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 any documents we used in our investigation.

g. Cancellation and Refund for a Transfer

Once requested, Transfers are performed immediately and may not be cancelled once funds have been credited to a Recipient's account. If you would like to inquire about the possibility of a cancellation or refund, please contact us at +1 (646) 380-4247 or e-mail us at support@meridianpay.com within 30 minutes of payment for the Transfer and before the funds are picked up or deposited into a Recipient's account. When you contact us, you must provide us with information to help us identify the Transfer you wish to cancel, including the amount and location where the funds were to be sent.

h. With respect to Transfer Services, we or Payout Provider may disclose information to third parties about your Transfer: (i) where it is necessary for completing transactions; (ii) in order to verify the existence of your U.S. Account; (iii) in order to comply with government agency, court order or other legal reporting requirements; (iv) if you give us your written permission; (v) in connection with collection of indebtedness or to report losses incurred by us, (vi) to our and Payout Provider's respective employees, auditors, affiliates, Beneficiary Institutions, service providers or attorneys as needed; or (vii) as otherwise provided in our or Payout Provider's privacy policy.

i. Exchange Rates

A currency exchange rate may apply to Transfers that payout in currencies other than U.S. Dollars. The payout currency and the applicable exchange rate for your Transfer will be reflected in the pre-payment disclosure and the Receipt (the "**Exchange Rate**"). The exchange rate displayed at the time of your Transfer request will apply where the related Transfer is completed within 15 minutes, after which time a refreshed exchange rate will apply. The Exchange Rate will be rounded to a consistent number of decimal places for each currency pursuant to applicable laws and regulations. Any difference in the Exchange Rate disclosed to you and the exchange rate received by us will be kept by us (and our Payout Provider in some cases) in addition to any Fee. The exchange rate refers to that rate of exchange applied at the relevant time for the relevant currency pair (for example, USD to PHP, USD to MXN) that is offered by Meridian, which is typically provided by a reference rate provider. We may change our reference rate provider from time to time without notice to you.

We are not a currency trading platform. Please note that we are not a currency trading platform, accordingly, you should not use our Services for this purpose. If we detect that you are using our Services

for this purpose, we may suspend or close your Meridian Account and seek disgorgement of your gains.

j. Limitation of Liability for Transfers.

Subject to the terms of this Section 11(a) and applicable law, if we do not complete a Transfer on time or in the correct amount according to these Terms of Service or any other agreement we may have with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable: (i) if, through no fault of ours, you do not have enough funds available in your U.S. Account or Linked Account to fund the Transfer, or money is unavailable for withdrawal (for example, because they have not been finally collected or are subject to legal process or other encumbrance); (ii) if access to your U.S. Account or Linked Account has been blocked; (iii) if circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the transfer, despite reasonable precautions that we have taken; (iv) if the Services were not working properly and you knew about the breakdown when you started the Transfer; (v) or for any other exception stated in these Terms with you.

k. With regard to Meridian, these Terms of Service shall take precedence over any Third Party Services provider's terms of service.

5. Termination and Suspension

Unless otherwise agreed to in writing between you and Meridian, either party may terminate these Terms of Service for any or no cause, at any time. You may cancel and delete your Account at any time by either using the features on the Services to do so (if applicable and available) or by written notice to support@meridianpay.com. After cancellation, you will no longer have access to your Account, your profile or any other information through the Services. The provisions of these Terms of Service which by their intent or meaning intended to survive such termination, including without limitation the provisions relating to disclaimer of warranties, limitations of liability, intellectual property, governing law, dispute resolution, arbitration election, and indemnification, shall survive any termination of these Terms of Service or your use of the Services.

We reserve the right to refuse the Services to anyone for any reason at any time. Meridian may terminate or limit your right to use the Services in the event that we are investigating or believe that you have breached any provision of this Agreement, by providing you with written or email notice. Such termination or limitation will be effective immediately upon delivery of such notice. If Meridian terminates or limits your right to use the Services pursuant to this section, you are prohibited from registering and creating a new Account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

Meridian reserves the right to modify, limit, suspend or discontinue, temporarily or permanently, all or any portion of the Services at its sole discretion. Meridian is not liable to you for any modification or discontinuance of all or any portion of the Services. Meridian has the right to restrict use of the Services by any person or entity in its sole discretion.

Following the termination or cancellation of your Account (as defined below), we reserve the right to delete all your data in the normal course of operation. Your data cannot be recovered once your Account is terminated or canceled, subject to applicable law.

6. Links to Third-Party Websites; Third-Party Services

The Services may provide you access to third-party products or services, contain links (such as hyperlinks,

including those presented in this Agreement) to third-party websites, or display, include or make available services, content, applications or materials from third parties (collectively, “**Third-Party Services**”). The availability of such Third-Party Services does not constitute endorsement by Meridian or association with those Third-Party Services or their operators. Meridian does not control any such Third-Party Services, and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, products, or services. You acknowledge and agree that Meridian is not involved in the creation or development of Third-Party Services and that Meridian shall not be responsible or liable for Third-Party Services or claims arising out of or relating to your acceptance and/or use of Third-Party Services. Further, you acknowledge and agree that Meridian has no obligation to monitor, review, or remove Third-Party Services, but reserves the right to limit or remove Third-Party Services on the Services at its sole discretion.

Your use of any Third-Party Services is governed solely by the terms and conditions of use and privacy policies provided directly by the Third-Party Services provider. It is your responsibility to evaluate the Third-Party Services and the related terms of service that you must accept in order to utilize such Third Party Services. In all cases, you access Third-Party Services at your own risk. You hereby agree to hold Meridian harmless from any damages or loss that may result from your use of Third-Party Services.

7. Intellectual Property Rights

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, trademarks, logos, typefaces and other content (collectively “**Proprietary Material**”) that users see or read through the Services are owned by Meridian or its licensors. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Meridian or its licensors own all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the United States Copyright Act, as amended. The Proprietary Material is protected by the domestic and international laws governing copyright, patents, and other proprietary rights. You may not copy, download, use, redesign, reconfigure, or retransmit anything from the Services without Meridian’s express prior written consent.

Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of Meridian.

The service marks and trademarks of Meridian, including without limitation Meridian and Meridian logos, are service marks owned by Meridian. Any other trademarks, service marks, logos and/or trade names appearing via the Services are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

Additionally, you may choose to or we may invite you to submit comments, ideas, or feedback about the Services, including without limitation about how to improve our services or our products (“**Feedback**”). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place Meridian under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Meridian does not waive any rights to use similar or related Feedback previously known to Meridian, developed by its employees, or obtained from sources other than you. You acknowledge that all email and other correspondence that you submit to us shall become our sole and exclusive property.

Subject to the terms and conditions hereof, you are hereby granted a limited, nonexclusive,

nontransferable, freely revocable, license to access and use the Services. We may terminate this license at any time for any reason or no reason. The Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, reports generated by the Services, and copyrights (the “**Meridian Content**”), and all Intellectual Property Rights (as defined below) related thereto, are the exclusive property of Meridian or, as applicable, its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, publicly distribute, publicly transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Services. Use of the Meridian Content or materials on the Services for any purpose not expressly permitted by this Agreement is strictly prohibited. For the purposes of this Agreement, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Your use of the Services and the relating licenses granted hereunder are also conditioned upon your strict adherence to the letter and spirit of the various applicable guidelines and any end user licenses associated with your use of the App. Meridian may modify such guidelines in its sole discretion at any time. Meridian reserves the right to terminate your Account and access to the Services if it determines that you have violated any such applicable guidelines.

8. Confidential Information

You acknowledge that Confidential Information (as defined below) is a valuable, special and unique asset of Meridian and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than using the Services in accordance with these Terms of Service. If relevant, you may disclose the Confidential Information to your authorized employees and agents provided that they are also bound to maintain the confidentiality of Confidential Information. You shall promptly notify Meridian in writing of any circumstances that may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to Meridian upon termination of this Agreement for any reason whatsoever.

The term “**Confidential Information**” shall mean any and all of Meridian’s trade secrets, confidential and proprietary information, and all other information and data of Meridian that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic and other proprietary and confidential information relating to Meridian or Meridian’s business, operations or properties, including information about Meridian’s staff, users or partners, or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

9. Disclaimer of Warranties

THE SERVICES IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND,

EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MERIDIAN MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE SERVICES OR THE CONTENT OF ANY SITES LINKED TO THE SERVICES AND ASSUMES NO LIABILITY OR RESPONSIBILITY IN CONTRACT, WARRANTY OR IN TORT FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; AND (IV) EVENTS BEYOND OUR REASONABLE CONTROL. Your access to and use of the Services is at your own risk. Nothing contained in the Services constitutes, or is meant to constitute, financial, legal or other professional advice of any kind. If you require advice in relation to any financial, legal or other professional matter you should consult an appropriate professional. No advice or information, whether oral or written, obtained from Meridian or through the Services, will create any warranty or representation not expressly made herein.

UNDER NO CIRCUMSTANCES WILL MERIDIAN AND AFFILIATES OR THEIR CORPORATE PARTNERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY MERIDIAN, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES) ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME JURISDICTIONS, INCLUDING THE STATE OF NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN THEIR ENTIRETY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

SUBJECT TO APPLICABLE LAW, IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT MERIDIAN AND AFFILIATES OR THEIR CORPORATE PARTNERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE LOWER OF (I) THE TOTAL FEES PAID BY YOU TO MERIDIAN DURING THE SIX MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE OR (II) ONE HUNDRED DOLLARS (\$100), TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10. Indemnification

You hereby agree to indemnify, defend, and hold harmless Meridian and its officers, directors, employees, agents, attorneys, insurers, successors and assigns (the "**Indemnified Parties**") from and against any and all Liabilities incurred in connection with (i) your use or inability to use the Services, or (ii) your breach or violation of this Agreement; (iii) your violation of any law, or the rights of any user or third party and (iv) any content submitted by you or using your Account to the Services, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful. You also agree to indemnify the Indemnified Parties for any Liabilities resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or loan on our infrastructure. Meridian reserves the right, in its own sole discretion, to assume the exclusive defense and control at its own expense of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of Meridian.

11. Limitation of Liability

a. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER FROM US, PAYOUT PROVIDER OR SERVICER ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. Neither we nor Payout Provider shall be liable to any third party or for any act or omission of yours or any third party.

b. EXCEPT FOR LIABILITY ARISING OUT OF TRANSFERS, WHICH ARE GOVERNED BY SECTION 4(J), AND SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL MERIDIAN, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO MERIDIAN HEREUNDER FOR SERVICES OR \$100.00, WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

12. Dispute Resolution – Arbitration & Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND MERIDIAN CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND MERIDIAN TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

You agree that, in the event any dispute or claim arises out of or relating to your use of the Services, you will contact us at support@meridianpay.com and you and Meridian will attempt in good faith to negotiate a written resolution of the matter directly. You agree that if the matter remains unresolved for 30 days after notification (via certified mail or personal delivery), such matter will be deemed a “Dispute” as defined below. Except for the right to seek injunctive or other equitable relief described under the “Binding Arbitration” section below, should you file any arbitration claims, or any administrative or legal actions without first having attempted to resolve the matter by mediation, then you agree that you will not be entitled to recover attorneys’ fees, even if you may have been entitled to them otherwise.

Binding Arbitration. You and Meridian agree that any dispute, claim or controversy arising out of or relating to this Agreement or to your use of the Services (collectively “Disputes”) will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights. **This means that you and Meridian both agree to waive the right to a trial by jury.** Notwithstanding the foregoing, you may bring a claim against Meridian in “small claims” court, instead of by arbitration, but only if the claim is eligible under the rules of the small claims court and is brought in an individual, non class, and non-representative basis, and only for so long as it remains in the small claims court and in an individual, non-class, and non-representative basis.

Waiver of Right to Bring Class Action and Representative Claims. You and Meridian agree that any proceedings to resolve Disputes will be conducted on an individual basis and not in a class, consolidated, multiple plaintiff, or representative action (collectively, “class action”). **This means that you and Meridian both agree to waive the right to participate as a plaintiff as a class member in any class action proceeding. You and Meridian expressly waive any ability to maintain a class action in any forum.**

Further, unless you and Meridian agree otherwise in writing, the arbitrator in any Dispute will not have the authority to, and may not, consolidate more than one person's claims, conduct a class action, or make an award to any person or entity not a party to the arbitration, and may not preside over any form of class action proceeding. If this class action waiver is limited, voided or found unenforceable, then, unless the parties mutually agree otherwise, the parties' agreement to arbitrate will be null and void with respect to such proceeding so long as the proceeding is permitted to proceed as a class action. If a court decides that the limitation of this paragraph are deemed invalid or unenforceable, any putative class action, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration.

Arbitration Administration and Rules. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at <http://www.adr.org> or by calling the AAA at 1-800-778-7879).

Arbitration Process. A party who desires to initiate the arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of New York and will be selected by the parties from the AAA's roster of arbitrators with relevant experience. If the parties are unable to agree upon an arbitrator within seven days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with AAA Rules.

Arbitration Location and Procedure. Unless you and Meridian agree otherwise, the seat of the arbitration shall be in New York, New York. If your claim does not exceed USD\$10,000, then the arbitration will be conducted solely on the basis of documents you and Meridian submit to the arbitrator, unless you request a hearing and the arbitrator then determines that a hearing is necessary. If your claim exceeds USD\$10,000, your right to a hearing will be determined by AAA Rules. Subject to AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Hearings may be conducted by telephone or video conference, if requested and agreed to by the parties.

Arbitrator's Decision and Governing Law. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized by law. The arbitrator will render an award within the timeframe specified in the AAA Rules. Judgment on the arbitration may be entered in any court having jurisdiction thereof. Any award of damages by an arbitrator must be consistent with the "Disclaimers and Limitations of Liability" section above. The arbitrator may award declaratory or injunctive relief in favor of the claimant only to the extent necessary to provide relief warranted by the claimant's individual claim.

Arbitration Fees. Each party's responsibility to pay the arbitration filing, administrative and arbitrator fees will depend on the circumstances of the arbitration and are set forth in the AAA Rules. If you demonstrate that any such costs and expenses owed by you would be prohibitively more expensive than a court proceeding, then Meridian 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.

Opt-Out. You have the right to opt-out and not be bound by the arbitration provisions and the class action waiver set forth in these Terms of Service (or only the arbitration provisions) by sending written

notice of your decision to opt-out to legal@meridianpay.com. The notice must be sent to Meridian within thirty (30) days of your first registering to use the Services or agreeing to these Terms of Service; otherwise you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms of Service. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, Meridian also will not be bound by them.

13. Governing Law

Except as provided in Section 12 or expressly provided in writing otherwise, this Agreement and your use of the Services will be governed by, and will be construed under, the laws of the State of New York, without regard to choice of law principles. This choice of law provision is only intended to specify the use of New York law to interpret this Agreement.

14. Mobile App Updates and Upgrades

By installing the App, you consent to the installation of the App and any updates or upgrades that are released through the Services. The App (including any updates or upgrades) may (i) cause your device to automatically communicate with Meridian's servers to deliver the App functionality and to record usage metrics, (ii) affect App-related preferences or data stored your device, and (iii) collect personal information as set out in our Privacy Policy, including location information. You can uninstall the App at any time.

15. No Agency; No Employment

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

16. General Provisions

Failure by Meridian to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the complete and exclusive agreement between you and Meridian with respect to its subject matter, and supersedes and governs any and all prior agreements or communications. The provisions of this Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable. Except for the "Class Action Waiver" in these Terms of Service, in the event any provision is found to be partially or wholly invalid, illegal or unenforceable, (i) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal, and enforceable or, (ii) if such provision cannot be so modified or restructured, it shall be excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions. This Agreement may not be assigned or transferred by you without our prior written approval. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (1) to a parent or subsidiary, (2) to an acquirer of assets, or (3) to any other successor or acquirer. Any assignment in violation of this section shall be null and void. This Agreement will enure to the benefit of Meridian, its successors and assigns.

17. Changes to this Agreement and the Services

Meridian reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue, or delete any of the terms and conditions of this Agreement (including these Terms

of Service and Privacy Policy) and review, improve, modify or discontinue, temporarily or permanently, the Services or any content or information through the Services at any time, effective with or without prior notice and without any liability to Meridian. Meridian will endeavor to notify you of material changes by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Services. Your continued use of the Services following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Meridian may also impose limits on certain features or restrict your access to part or all of the Services without notice or liability.

18. No Rights of Third Parties

No terms of this Agreement are enforceable by any persons who are not a party to this Agreement.

19. Notices and Consent to Receive Notices Electronically

You consent to receive any agreements, notices, disclosures and other communications in connection with these Terms of Service or the Services (collectively, “Notices”) electronically, including without limitation by e-mail or by posting Notices on this Site. You also consent to the use of electronic signatures in your relationship with us in connection with the Services. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. You have the right to withdraw your consent to receive Notice electronically and any other consent provided under this Section 19. If you withdraw your consent, we may terminate the Services to you. To withdraw your consent, please contact us at support@meridianpay.com. Except where required by law, we do not provide paper copies of any Notices. You should print or download for your records a copy of these Terms of Service and any other Notices you wish to retain. To access electronic Notices, you will need certain browser and encryption software that meet these requirements: (i) an up-to-date device (e.g., computer, tablet, or mobile phone) which has internet access; (ii) a current, compatible web browser, including the current or immediately preceding version of Chrome, Internet Explorer, Firefox, or Safari; (iii) valid email account; (iv) an operating system on your device capable of receiving, accessing and displaying Notices in electronic form via text-formatted email or gaining access to the Account using a supported browser; (v) the ability to view and retain Portable Document Format (PDF) files; and (vi) if you wish to store or print any Notices, a device capable of storing and printing Notices.

20. Contacting Us

If you have any questions about these Terms of Service or about the Services, please contact us by email at support@meridianpay.com or by mail to Meridian North America, Inc., 110 Greene Street, Suite 507, New York, NY, 10012.

For purposes of these disclosures, our “Business Days” are Monday through Friday 8 a.m.–8 p.m., excluding federal and legal banking holidays in the State of New York.

Exhibit A: Meridian Regulatory Addendum

This Addendum supplements the Terms of Service (the “Agreement”) of Meridian North America, Inc. (herein referred to as “Parent Company,” “we,” “us,” or “our”) solely with respect to money transmission and related regulated services provided to Users through its licensed United States money services subsidiary, Meridian Payments United States, Inc. (“Licensed Entity”).

1. Licensed Activities

All activities constituting “money transmission” as defined under applicable law are provided exclusively by Licensed Entity. Money transmission will be conducted only where Licensed Entity holds the requisite license or qualifies for an applicable exemption.

2. Scope of Services

Money transmission services provided by Licensed Entity may include, without limitation:

- Receiving money or monetary value for transmission;
- Transmitting, transferring, or otherwise making available such funds to designated recipients;
- Any ancillary activity that constitutes regulated “money transmission” under applicable state or federal law.

Other services offered by the Parent Company that are not subject to money transmitter licensure (such as technology, compliance tools, non-financial services, or certain activities which are explicitly exempt from licensure) remain governed by the primary Terms of Service and are not regulated by state money transmission laws.

3. Relationship Between Parent and Licensed Entity

Licensed Entity is a wholly-owned subsidiary of Parent Company. For all money transmission transactions, you are contracting directly with the Licensed Entity, not the Parent Company. Parent Company may provide technological, operational, or administrative support for the services on behalf of Licensed Entity but does not itself engage in regulated money transmission.

4. Compliance and Legal Obligations

Licensed Entity and Parent Company warrant and represent to you that Licensed Entity is:

- A federally registered Money Services Business (MSB);
- Federally regulated by the Financial Crimes Enforcement Network (“FinCEN”) within the US Department of the Treasury;
- A state-licensed money transmitter (each license, a Money Transmitter License or “MTL”);
- Compliant with all applicable state and federal laws and regulations, including the Bank Secrecy Act (BSA) and USA PATRIOT Act requirements for anti-money laundering (“AML”), Know-Your-Customer (“KYC”), Counter-Terrorist Financing (“CTF”) and OFAC sanction screening.

Parent Company and Licensed Entity shall render you free and harmless from any liability, penalty, costs and other expenses arising from any violation or breach of regulations applicable to the money services rendered by Licensed Entity to you.

5. Limitation of Service Availability

Money transmission services are available only in jurisdictions where Licensed Entity is duly licensed or otherwise authorized to operate. Service availability may vary depending on your location and transaction type.

7. Contact and Complaints

End User may contact the Licensed Entity for questions, support, or complaints regarding money transmission services:

Meridian Payments United States, Inc.

3350 Virginia Street, 2nd Floor

Miami, FL 33131

Phone: +1 (646) 380-4247

Email: support@meridianpay.com