

# Terms of Use

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO THE SERVICES (AS DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Last updated: May 12, 2017

Welcome, and thank you for your interest in Debitize Inc. ("Debitize", "we," "our" or "us"), our website at [www.debitize.com](http://www.debitize.com) (the "Website"), and all related web sites, applications, software, networks, embeddable widgets, and other services provided by us (collectively, together with the Website, our "Services"). These Terms of Use are a legally binding contract between you and Debitize regarding your use of the Services. "You," "your" and "user" mean the person who uses the Services.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY CLICKING "I ACCEPT," YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE DEBITIZE PRIVACY POLICY WHICH IS INCORPORATED HERE BY REFERENCE (COLLECTIVELY, THESE "TERMS"). THESE TERMS ALLOW US TO CHANGE THE TERMS OR CONDITIONS IN THE FUTURE, INCLUDING ANY TERMS OR CONDITIONS NOT CONTEMPLATED BY THE PARTIES AT THE ESTABLISHMENT OF THESE TERMS.

THESE TERMS INCLUDE, AMONG OTHER THINGS, YOUR AUTHORIZATION FOR DEBITS AND CREDITS FROM AND TO YOUR BANK ACCOUNT (AS DEFINED BELOW) VIA THE AUTOMATED CLEARINGHOUSE ("ACH") NETWORK AND A MANDATORY ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER.

## Requirements to use the Services

In order to use the Services, you must: (a) accept and agree to these Terms; (b) register with us on the Website; (c) be a U.S. citizen (or a legal U.S. resident) of at least 18 years of age (or older if you reside in a state where the majority age is older); (d) have a bank account with a U.S. depository financial institution (a "Bank Account"); (e) have at least one credit card or charge card account with a U.S. financial institution (each a "Credit Card Account"); and (f) provide all information requested by us, such as your name, email address, mobile device number, online credentials for your Bank Account and Credit Card Account(s), and such other information as we may request from time to time (collectively, "User Information"). You represent and warrant that all User Information you provide us from time to time is truthful, accurate, current, and complete. You agree to promptly notify us of changes to your User Information, including changes to your Bank Account information and Credit Card Account information or if

your Bank Account or Credit Card Account is closed for any reason. If we approve your registration, you will be authorized to use the Services, subject to these Terms.

The Services may only be used to link a Bank Account and Credit Card Account(s) belonging to the same person. You may not input account information that does not belong to you, including but not limited to bank usernames and passwords.

For our compliance purposes and in order to provide the Services to you, we may be required to verify your identity. You hereby authorize us to make any inquiries we consider necessary to validate your identity. These inquiries may include asking you to provide further information, such as a taxpayer identification number, copy of a government-issued photo ID, or any other information we deem necessary, and may also include requests, directly or through a third-party, to obtain, verify, and record information and documentation that helps us verify your identity, Bank Account information, and Credit Card Account information.

By using the Services and providing User Information to us, you authorize us to obtain, directly or indirectly through our third-party service providers, information about you, your Bank Account, and your Credit Card Account(s), from the financial institution(s) holding your Bank Account and Credit Card Account(s) and other third-party websites and databases that may be necessary to provide the Services. We make no effort to review such information for any purpose, including, but not limited to, accuracy, legality, or non-infringement. You agree that our third-party service providers and the operators and owners of third-party websites will be entitled to rely on the foregoing authorization granted by you. You acknowledge and agree that when Debitize is accessing and retrieving information from third party sites, Debitize is acting as your agent, and not as the agent of or on behalf of the third party that operates the third party site. The Services are not sponsored or endorsed by any third parties that may be contacted or accessed as part of the Services.

## Description of the Services

The purpose of the Services is to help you easily set aside funds to cover credit card purchases and pay off your credit card balance. We monitor your Credit Card Account(s) and Bank Account. Based upon any new purchase activity on any Credit Card Account and the available balance in your Bank Account, and using our analytics, we determine the amount of funds to set aside. Based upon your authorization provided above, we may periodically transfer such funds from your Bank Account to your "Debitize Account" via ACH. The funds in your Debitize Account will be held at a bank for your benefit. Prior to a bill coming due for any Credit Card Account, we will use the funds in your Debitize Account to pay off the balance.

Funds in your Debitize Account may be co-mingled and held with other participants' funds in one or more pooled accounts at one or more banks. Funds associated with you will at all times

be held separate from Debitize's corporate funds and will not be used for any corporate purpose. You may not use the funds in your Debitize Account to make purchases, withdraw cash, transfer funds to third parties, or for any other purpose. You may obtain information about the balance of funds in your Debitize Account at any time by logging into your account on the Website.

Debitize is not a financial advisor, and the Services are not intended to provide financial advice. Your financial situation is unique. We are not responsible for ensuring your Bank Account has sufficient funds for your needs, purposes, or transactions, or for ensuring you spend within your means and do not carry a balance on your Credit Card Account(s) from month to month, which may result in interest charges and other fees. We do not make any representations, warranties, or guarantees of any kind that the Services are appropriate for you. Before using the Services, you should consider obtaining additional information and advice from a financial advisor. We are not responsible for any third-party fees that may be incurred as a result of using the Services, including, but not limited to, third-party fees incurred as a result of maintaining insufficient funds in your Bank Account.

## Electronic Communications

To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under these Terms and in connection with your relationship with us (collectively, "Communications") that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to these Terms electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below.

All Communications will be deemed to have been received by you no later than 5 business days after we send it to you by email or post it on our Website, whether or not you have received the email or retrieved the communication from Debitize. Communication by email is considered to be sent at the time that is directed by Debitize's email server to your email address. You agree that these are reasonable procedures for sending and receiving electronic communications. You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

In order to ensure that we are able to provide Communications to you electronically, you must notify us of any change in your email address and your mobile device number or other text message address by updating your profile on the Website. We are not responsible for your failure to receive any email we sent to the email address we have on file.

Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by contacting us at [support@debitize.com](mailto:support@debitize.com). If you withdraw your consent to receive Communications electronically, we will close your Debitize Account and return the balance in your Debitize Account to your Bank Account as set forth in these Terms, and you will no longer be able to use your Debitize Account or the Services, except as expressly provided in these Terms. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

Minimum hardware and software requirements:

- Valid email address;
- Computer or internet enabled mobile-device (such as a smart phone or tablet);
- Internet access;
- Current version of a web browser (such as Chrome or Safari);
- Program that displays PDF files (such as Adobe Acrobat Reader);
- An operating system capable of supporting the above; and
- A printer to print out and save Communications in paper form; or, sufficient electronic storage space to save Communications in electronic form

## Authorization for ACH Debits and Credits

By agreeing to these Terms, you authorize Debitize to electronically debit and credit your designated Bank Account and, if ever applicable, to correct erroneous debits and credits as follows:

- Range of Acceptable Debit Amounts: \$0 to \$5,000 per Business Day (as defined below)
- Frequency of Debits: Up to one time per Business Day

You acknowledge that the electronic authorization contained in this Section “Authorization for ACH Debits and Credits” represents your written authorization for ACH transactions as provided herein and will remain in full force and effect until you notify Debitize that you wish to revoke this authorization by emailing [support@debitize.com](mailto:support@debitize.com). You must notify Debitize at least three Business Days before the scheduled debit date of any ACH transaction from your Bank Account in order to cancel this authorization.

You also acknowledge that the amount and frequency of each debit and credit may vary within the Acceptable Debit Range and that you waive your right to receive prior notice of the amount

and date of each debit and credit. Notwithstanding the above, for ACH debits manually initiated by you, or previously approved by you in writing (including by e-mail or online chat), we may waive the upper limit of the Range of Acceptable Debit Amounts shown above.

You represent that your browser is equipped with at least 128-bit security encryption and you are capable of printing, storing, or otherwise saving a copy of this authorization for your records.

For purposes of these Terms, "Business Day" means Monday through Friday, excluding federal banking holidays.

You agree to maintain a balance in your Bank Account that is sufficient to transfer funds to your Debitize Account. You represent and warrant that you have the right to authorize Debitize to debit your Bank Account to automatically transfer funds, and will indemnify and hold Debitize harmless from any claims by any other owner of the account.

By entering into this agreement, you agree to the terms of service of SynapsePay (our financial partner) found [here](#) which are incorporated herein by reference. Neither the Website nor the Services are directly supported by, endorsed or certified by SynapsePay. SynapsePay gives no warranties and makes no claims about the Website or the Services.

## Interest on Funds in Your Debitize Account

You agree that you will not receive interest or other earnings on the funds in your Debitize Account. You irrevocably transfer and assign to Debitize any and all rights that you may have to any interest that may accrue on funds held in your Debitize Account. This assignment applies only to interest earned on the funds held in your Debitize Account, and nothing in these Terms grants Debitize any rights to the principal of the funds held in your Debitize Account.

## Fees

There are no fees for the Services, but we reserve the right to charge fees for the Services in the future. We will notify you before charging a fee for the Services by delivering notice to you electronically, by posting such fee on the Website, or by any other method permitted by applicable law. If you continue using the Services after such notice, you must pay all applicable fees for the Services.

Debitize may offer optional features ("Premium Services") through the Services, including our Credit Optimizer feature, which may entail a monthly or other periodic subscription fee. You

will be notified of any fees before you elect to activate any Premium Services. If you do elect to activate, you will be authorizing Debitize to automatically debit funds from your Bank Account to cover the subscription fee. Once you are signed up for Premium Services, you can cancel at any time by emailing [support@debitize.com](mailto:support@debitize.com). Debitize will not refund any fees that you have already paid except in exceptional circumstances.

## Authorization to Recoup Balances

By using the Services, you hereby authorize Debitize to debit funds from your Bank Account or to charge your Credit Card Account(s) should the balance in your Debitize Account ever fall below zero. Reasons for this may include, but are not limited to, if an ACH debit is returned for insufficient funds while a payment to one or more of your Credit Card Account(s) is being processed.

## Intellectual Property Rights

The Services and the features, information, materials, and content provided and depicted through the Services (collectively, "Content") are protected by copyright, trademark, patent, and other intellectual property laws. We expressly reserve all rights and remedies under applicable law. Except as expressly provided by these Terms or with our prior written consent, you may not use, modify, disassemble, decompile, reverse engineer, reproduce, distribute, rent, sell, license, publish, display, download, transmit, or otherwise exploit any Content in any form by any means. Without limiting the foregoing, you agree not to (and not to allow any third party to): (a) use any robot, spider, scraper, or other automatic or manual device, process, or means to access the Services or copy any Content, except as expressly authorized by us; (b) take any action that imposes or may impose (in our sole determination) an unreasonable or a disproportionately large load on the Services or our infrastructure; (c) utilize any device, software, or routine that will interfere or attempt to interfere with the functionality of the Services; (d) rent, lease, copy, provide access to, or sublicense any portion of the Services or Content to a third party; (e) use any portion of the Services or Content to provide, or incorporate any portion of the Services or Content into, any product or service provided to a third party; (f) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of the Services or Content; (g) modify the Services or Content or create any derivative product from any of the foregoing; (h) remove or obscure any proprietary or other notices contained in the Services or Content; (i) use the Services or Content in any way that is illegal, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable, as we may determine in our sole discretion; (j) jeopardize the security of your Debitize Account or any other person's Debitize Account (such as allowing someone else

to use your username and password to access the Services); (k) attempt, in any manner, to obtain the username, password, account, or other security information from any other user of the Services; (l) violate the security of any computer network or crack any passwords or security encryption codes; or (m) run Maillist, Listserv, any form of auto-responder or "spam," or any processes that run or are activated while you are not logged in to access the Services. We may, but are not obligated to, monitor your use of the Services and Content.

We do not grant you any licenses, express or implied, to our intellectual property or the intellectual property of our licensors, except as expressly stated in these Terms. We and our third-party licensors retain all right, title, and interest in and to the Services, Content, and any associated patents, trademarks, copyrights, mask work rights, trade secrets, or other intellectual property rights.

The Services may permit you to submit content, send emails and other communications, and provide other information for publication or distribution to third parties (collectively, "User Content"). Any User Content must not be illegal, threatening, obscene, racist, defamatory, libelous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of privacy, purposely false or otherwise injurious to third parties, or objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, or any form of "spam." If you submit User Content, and unless we indicate otherwise, you grant us a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable (through multiple tiers) right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, display, and otherwise exploit such User Content throughout the world in any media. We take no responsibility and assume no liability for any User Content submitted by you or any other user or third party.

## Other Restrictions

You may only use the Services for your own personal, non-commercial use and not on behalf of or for the benefit of any third party. Your use of the Services must comply with all applicable law. If your use of the Services is prohibited by applicable law, then you are not authorized to use the Services. We are not responsible if you use the Services in any manner that violates applicable law.

We offer the Services and the Content solely for your personal use for the purposes described therein and in these Terms. Any and all other uses are prohibited. You may not restrict or inhibit any other person from using or enjoying the Services or Content.

To the extent permitted by applicable law, we may, in our sole discretion and without liability to you, terminate (or suspend access to) your use of the Services, Content, or your Debitize

Account for any reason, including, but not limited to, your breach of these Terms. You agree that Debitize will not be liable to you or any third party for any termination of your access to the Services.

## Unauthorized Access

You agree not to authorize any other person or entity to use your user name and password or mobile device to access the Services. You are solely responsible for the maintenance, confidentiality, and security of your username, password, and other User Information. Except as otherwise required by applicable law, you are responsible for all activities authorized or performed using your username and password or mobile device, whether authorized or unauthorized by you. Except as otherwise expressly stated in these Terms or required by applicable law, we are not responsible for any losses arising out of the loss or theft of your User Information or your mobile device or from unauthorized or fraudulent transactions associated with your Bank Account or your Debitize Account. If you suspect or become aware of any unauthorized activity or access to your username, password, or mobile device, or if your mobile device is lost or stolen, you must contact us immediately at [support@debitize.com](mailto:support@debitize.com). In order to take any action, you will need to provide certain User Information so we can verify your identity.

## Privacy

Debitize takes the privacy of its users very seriously. You understand that by using the Services, you consent to the collection, use, and disclosure of your information as set forth in these Terms and our [Privacy Policy](#).

## Third Party Websites

The Services may contain links or connections to third-party websites or services that are not owned or operated by us or our third-party service providers or licensors. We provide such links and connections for your reference only. We do not control such third-party websites or services and are not responsible for their availability or content. Our inclusion of such links and connections does not imply our endorsement of such third-party websites or services or any association with their owners or operators. We assume no liability whatsoever for any such third-party websites or services or any content, features, products, or practices of such third-party websites or services. Your access and use of such third-party websites and services is subject to applicable third-party terms and conditions and privacy policies. We encourage you



to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize.

## Term and Termination

These Terms will be in effect from the date you first start using the Services. You may stop using the Services and close your Debitize Account at any time by contacting us at [support@debitize.com](mailto:support@debitize.com) or by logging into your Debitize Account on the Website.

Notwithstanding the foregoing, if there are any pending transactions relating to your Debitize Account when we receive your termination notice, we will close your Debitize Account promptly after such transactions are completed. Your termination of these Terms will not affect any of our rights or your obligations arising under these Terms prior to termination.

Upon the closure of your Debitize Account, we will transfer the funds in your Debitize Account, if any, to your Bank Account. If your Bank Account is closed or we are otherwise unable to transfer the funds in your Debitize Account to your Bank Account, we will either send the funds to any Credit Card Account(s) of yours still linked, or send you a check for the amount of the funds to you at your street address in our records.

If you do not use the Services for a certain period of time, applicable law may require us to report the funds in your Debitize Account as unclaimed property. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any funds in your Debitize Account to the applicable state as unclaimed property. The specified period of time to report and send funds to a state varies by state, but usually ranges between two and five years.

Provisions of these Terms that, by their nature, should survive termination of these Terms will survive termination of these Terms. Termination of your account shall not affect your liability or obligations under these Terms.

## Disclaimer of Warranty

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICES AND ALL INFORMATION,

PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (E) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR ANY OF OUR AUTHORIZED REPRESENTATIVES WILL CREATE ANY WARRANTY.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

DEBITIZE DOES NOT ASSUME ANY RESPONSIBILITY FOR THE TIMELINESS OR ACCURACY OF YOUR ACCOUNT INFORMATION. ANY INFORMATION MADE AVAILABLE THROUGH THE SERVICES WILL ONLY REFLECT THE INFORMATION THAT WE MOST RECENTLY ACCESSED, AND AS SUCH, MAY NOT REFLECT ACTIVITY THAT OCCURRED AFTER WE LAST ACCESSED THE APPLICABLE THIRD PARTY SITE OR ANY PENDING TRANSACTIONS.

DEBITIZE MAY PROVIDE ACCOUNT ALERTS THROUGH THE SERVICES. DEBITIZE CANNOT GUARANTEE THE DELIVERY, TIMELINESS, OR ACCURACY OF CONTENT OF ANY ALERT, AND SHALL NOT BE HELD LIABLE FOR ANY DELAYS, FAILURE TO DELIVER, OR ANY ERRORS IN THE CONTENT OF AN ALERT, OR FOR ANY ACTIONS TAKEN OR NOT TAKEN BY YOU OR ANY THIRD PARTY IN RELIANCE ON AN ALERT.

## Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT DEBITIZE, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) THE PERFORMANCE OF THE SERVICES OR THE INABILITY TO USE THE SERVICES; (B) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF SUCH PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE OUT OF OR ARE IN ANY WAY

CONNECTED WITH THESE TERMS, THE SERVICES, CONTENT, OR YOUR FAILURE TO PROVIDE US WITH ACCURATE INFORMATION OR A THIRD PARTY'S FAILURE TO CORRECTLY VERIFY SUCH INFORMATION; (D) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF \$100 OR THE DIFFERENCE OF THE TOTAL AMOUNT TRANSFERRED TO YOUR DEBITIZE ACCOUNT LESS THE TOTAL AMOUNT TRANSFERRED FROM YOUR DEBITIZE ACCOUNT TO YOUR CREDIT CARD ACCOUNT(S); OR (E) ANY EVENT BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

## Indemnity

At our request, you agree to defend, indemnify, and hold harmless Debitize, its affiliates, and its and their respective employees, officers, directors, and agents from and against any and all claims, suits, liabilities, damages (actual and consequential), losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising from or in any way related to any third-party claims relating to (a) your violation of these Terms; (b) your violation of applicable law; (c) your violation of any third-party rights; or (d) your fraud or willful misconduct. Such indemnified parties reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses. You agree not to settle any matter without the prior written consent of Debitize. Debitize will use reasonable efforts to notify you of any such claim, action, or proceedings upon becoming aware of it.

## Governing Law and Dispute Resolution

These Terms are made under and will be governed by and construed in accordance with the laws of the State of New York, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

**DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER.** For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Services or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in New York County, New York, or another mutually agreeable location. As used in this Section, "we" and "us" mean

Debitize and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, "we" and "us" include any third party providing any product, service, or benefit in connection with the Services or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association ("AAA") with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures"). The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party.

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court, as long as such matter is only pending in that court and proceeds only on an individual (non-class or non-representative) basis. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court in the Southern District of New York if it has jurisdiction or, if it does not, in a state court located in New York County, New York in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction and venue of the state courts located within New York County, New York or federal court for the Southern District of New York for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent

the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive termination of your Debitize Account and these Terms as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (a) or (b) of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, you agree that the dispute will be exclusively brought in and you hereby consent to the exclusive jurisdiction and venue in the federal court for the Southern District of New York if it has jurisdiction or, if it does not, in a state court located in New York County, New York.

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 888-778-7879 or visit the AAA website at <http://www.adr.org>.

## Miscellaneous

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that we may, in our sole discretion, do any of the foregoing on your behalf or for ourselves.

The failure of either you or us to exercise, in any way, any right herein will not be deemed a waiver of any further rights hereunder.

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms will otherwise remain in full force and effect and enforceable.

You may not transfer, assign, or delegate these Terms or your rights or obligations hereunder or your Debitize Account in any way (by operation of law or otherwise) without our prior written consent. To the extent permitted by applicable law, we may transfer, assign, or delegate these Terms and our rights and obligations hereunder without your consent.

These Terms, together with our Privacy Policy, constitute the entire and sole agreement between you and us with respect to the Services and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Services.

You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Debitize, and you do not have any authority of any kind to bind Debitize in any respect whatsoever.

## Changes to These Terms

We may add to or terminate any of the Services or amend these Terms at any time, in our sole discretion, without providing notice to you, subject to applicable law. We reserve the right, subject to applicable law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated version of these Terms on the Website or delivering notice thereof to you electronically. The new Terms will be effective upon publication of the changed Terms. If the changed terms materially modify your rights or obligations, we may require you to provide consent by accepting the changed Terms. If you do not accept the changed terms, we may terminate your access to and use of the Services.

## Contact Information

If you have any questions, comments, or concerns regarding these Terms or the Services, please contact us at:

Email: [support@debitize.com](mailto:support@debitize.com)

Mail: Debitize Inc., 274 1<sup>st</sup> Avenue, Suite 12H, New York, NY 10009

Telephone: (646) 801-4130