



PopID User Agreement and Terms of Use

PopPay is a service of PopID, Inc.

Last Updated: June 18, 2024

Welcome to PopID, Inc.'s website (including www.popid.com), products, and services, including the PopID Biometric Super App ("Super App"), which allows you to authenticate yourself using your stored biometric information, such as images of your face or palm, for various things including checking in for loyalty participation, getting into events and venues, and making purchases using your stored payment information, at participating businesses ("Merchants"). PopID, Inc. ("we," "us," and "our") refers to our websites as the "Site(s)," and our Sites, apps, accounts, products, and services, including PopPay, collectively as our "Services." You are one of the many individuals who visit our Site, register for an account, or use our Services (each a "user" and collectively "users").

We want you to have a special experience while visiting our Sites and using our Services and that when you do so you are fully aware of your respective legal rights and obligations. For this reason, we have created this PopID User Agreement and Terms of Use ("User Agreement" or "Terms") as the legally binding contract between you, the person visiting our Site or using our Services, on the one hand, and PopID, on the other hand.

You agree to comply with all terms and conditions of this User Agreement, as amended from time to time. This User Agreement includes an agreement to resolve disputes by arbitration on an individual basis. You also agree to comply with the following additional policies and each of the other agreements posted on www.popid.com/legal (or another website we designate) that apply to you:

- Privacy Policy
- Acceptable Use Policy
- Consent to Receive Electronic Disclosures (E-Sign Disclosure and Consent)

****PLEASE READ THE TERMS AND CONDITIONS OF THIS USER AGREEMENT CAREFULLY BEFORE USING THE SITES OR SERVICES, BECAUSE THESE TERMS AND CONDITIONS AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.**

◆ **NOTICE REGARDING CONSENT TO FUTURE VAULTING OF BIOMETRIC AND PERSONAL DATA WITH A THIRD PARTY**

As part of our efforts to continuously improve and enhance the Service, in the future, we may decide to vault all user's registration image(s), along with certain personal information collected from each user, with a third party. By registering for a PopID account, or using



the Service, your expressly consent to us vaulting your registration image(s), along with certain personal information collected from you, with a third party selected in our sole discretion, and without obtaining further consent from you. For more information, please see the section below titled “Consent to PopID’s Future Vaulting of Biometric and Personal Data.”

◆ **NOTICE REGARDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER:**

This User Agreement contain an arbitration agreement and class, representative, consolidated action waiver in the section below titled “Individual Arbitration and Class Action Waiver.” In summary, you and we agree that any dispute or claim relating in any way to this User Agreement or your use of any part of the Site, will be decided by an arbitrator in a binding individual arbitration proceeding, and not in court by a judge or jury. By agreeing to individual arbitration, you and we each waive any right to a jury and to any right to participate in a class, representative, private attorney general, or consolidated lawsuit or arbitration. This agreement and waiver—along with some limited exceptions—is explained in the referenced section below.

◆ **NOTICE REGARDING YOUR SHARING AND OUR USE OF OPEN BANKING DATA:**

When you add a bank account as a payment method for your PopID account (through Plaintiff or a similar service we use), you agree to Plaid establishing a connection between your bank account and us so that we may obtain data regarding your bank account, such as your account balance, transactions, overdrafts, and deposits (“Open Banking Data”) as long as you maintain the bank account as a payment method in your PopID account. We use the Open Banking Data you share with us to make decisions regarding you and your PopID Account, including whether or not to approve transactions you attempt to make though the PopID Platform, setting limits on your account, and offering you interest free cash flow advances in our sole and absolute discretion.

◆ **NOTICE REGARDING FUTURE CHANGES TO TERMS:**

We may make changes to this User Agreement at any time as stated in this notice and in the section below titled “Future Changes to User Agreement.” Any changes we make will be effective immediately when we post a revised version of the User Agreement to the Site. The “Last Updated” date above will tell you when this User Agreement was last updated and posted to the Site. Each time you use the Site, your Account, or the Service, you irrevocably agree to the version of the User Agreement as then posted to our Site. To the maximum extent permitted by law, if the terms and conditions of the User Agreement posted on our website differ from a prior version of the User Agreement that applied to



you, then the current version supersedes and governs your use of the Site prospectively from the time of posting on the Site.

◆ **COVID-19 WARNING:**

An inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. **You assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness**—including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after your use of the Service, and regardless of how caused or contracted—and you hereby waive any and all claims and potential claims against PopID—and against any individual or companies affiliated with PopID—relating to such risks, hazards, and dangers.

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1. You Agree to These Terms of this User Agreement and Other Applicable Agreements, Terms, and Conditions

Each time you access or use the Site, including by registering for an Account, clicking a button on a PopPay device to check in, asking a cashier to check in using PopPay, or using PopPay to purchase goods or services from a Merchant, and regardless of whether or not you have registered for an account with PopID, you agree to be bound by this User Agreement (as updated from time to time), our Privacy Policy, Acceptable Use Policy, Consent to Receive Electronic Disclosures (E-Sign Disclosure and Consent) and any additional agreements, terms, and conditions that apply to you or your use of any part of the Site. If you do not agree with any of the terms of this User Agreement, or of the others that apply, including the Privacy Policy, you may not use any part of the Site and must immediately stop using the Site and deactivate your Account (if you have already created a PopID or PopPay account).

Some areas of this Site may be subject to additional agreements, terms, and conditions, which you should read carefully before making any use of those areas. Such additional agreements, terms, and conditions will not change or replace the terms and conditions of this User Agreement, unless otherwise expressly stated.

The terms of this User Agreement apply to your use of the Site exclusively as a user, and not acting as a Merchant. If you are also a Merchant, your use of the Site as a Merchant, or as related to being a Merchant, are governed by the terms of the PopPay Merchant Agreement. Any instance where you utilize the Site or Service as both a user and a Merchant at the same time, or during the same Transaction, you are bound by the terms of this User Agreement for all user related aspects, and the terms of the PopPay Merchant Agreement for any merchant related aspects, and any inconsistency, ambiguity, or conflict between the terms of the two agreements will be resolved against you and in our favor, absent you requesting and obtaining our prior, written interpretation of the terms at issue.

You acknowledge and agree to use the Site in common with the other users and Merchants, and such use must be legal, honest, in good faith and in compliance with our Acceptable Use Policy. You are solely and exclusively responsible for your interactions with other users and Merchants.

2. Age Restrictions

Individuals aged 12 years or under are prohibited from using our Site. If you are under 13 years old, then you MUST immediately cease using the Site and deactivate your Account. Individuals 13 years old up to



18 years old may only use the Site subject to and conditioned upon written consent from a parent or legal guardian who agrees to be bound by this User Agreement. At our sole discretion, from time to time, we may request, and you must provide, written verification of such consent.

3. Registration for a PopID Account and PopPay Account

You may browse the PopID website without registering for an account with PopID. You can also activate our terminals by clicking a button on the terminal or asking the cashier to activate the terminal, without registering for an account with PopID. Even if you have not registered for an account, your use of the Site or Service, including activating our terminals by pressing a button or based on your communications with a cashier, you agree to the terms of this Agreement, our Privacy Policy, and the other agreements and documents mentioned in the above section.

You will be required to register for a PopID user account (“PopID Account” or “Profile”) to use certain features of the Site, including PopPay.

To register for a PopID Account, you must provide us with (1) your legal name (first and last) as shown on your government issued identification card (i.e. driver license, passport, identification card), (2) your mobile telephone number capable of receiving text or SMS messages, for which you must enter a second factor authentication code we send to your mobile number, and (3) a selfie of you taken during the registration process, which will be stored and used by us as stated below. You warrant to us that (a) that the name you list on your account is your legal name and matches the name listed on your government issued identification, (b) the telephone number you submit to us is registered to you, (c) and any picture you submit to us during the registration process is a current picture of you.

In order to use certain features on the Site, including PopPay, you must also register for a PopPay user account (“PopPay Account”), from within your PopID Account. You may only maintain one (1) PopID Account and one (1) PopPay Account at any one time. Once you successfully register for a PopPay Account, your PopID Account and your PopPay Account will be one and the same, and the PopID Account, and if registered PopPay Account are collectively and individually referred to as your “PopPay Account,” or simply your “Account.”

You warrant to us that (a) all information you submit to us at any time, including during registration for a Profile and a PopPay Account is true, accurate, current, and complete, and you will immediately notify us, in writing as specified in the Section below titled “Contact Us,” if any of this information changes, or you discover that any information is incorrect or inaccurate.

4. Personal Information, Biometric Information, Use and Sharing of Information

The Service contains connections to employee management systems, websites, applications, loyalty programs, payment systems, entry systems, and similar platforms, as well as services provided by our partners or third-party service providers, such as NEC, Amazon, Dwolla, Plaid, Heartland, and our credit card/debit card/electronic funds transfer (e.g. ACH) processing partners (collectively, the “Third-Party Services”) that are provided or hosted by PopID’s Merchant partners, service providers, and other third parties (collectively, “Third Parties,” and each a “Third Party”).



You acknowledge that in registering for a PopID Account or PopPay Account, and through use of the Site, including but not limited to PopPay, we will receive information from you and Third Parties which is personal to you including, without limitation, your name, contact information, bank account details, loyalty data, food ordering data, items purchased and prices (collectively, the “Personal Information”).

You acknowledge that to use PopPay and certain portions of the Site, you must provide certain Personal Information to us, including, but not limited to, with respect to the registration and use of your Account, certain images of you, biometric identifiers, and other biometric information (collectively, the “Biometric Information”). Additionally, in order to among other things, complete transactions, correct errors, resolve disputes regarding transactions, continually enhance our technology-based system and support our ongoing efforts to improve the performance of the Services, we store the images taken by PopPay and PopID devices for each transaction.

You expressly consent to our collection of the Biometric Information, Third Parties’ collection of the Biometric Information, and the sharing of the Biometric Information with Third Parties, for the purpose of authenticating Your identity in relation to your use of the Site and Third-Party Services. You also expressly consent to the use of your Personal Information, including Biometric Information, and in accordance with the terms of this section and otherwise in accordance with the terms of our Privacy Policy, which is available at www.popid.com/privacy.

Through your use of your PopPay Account, we will also receive and collect information of an aggregate and anonymous information (“Non-Personal Information”). You acknowledge and agree that: (a) we may collect your Personal Information and Non-Personal Information; (b) we may share your Personal Information and Non-Personal information with your Bank, the Merchants at which you use the Services, and our partners and Third-Party Service providers, including our payment processors, as reasonably necessary (collectively the “Authorized Receivers,” and each an “Authorized Receiver”); and (c) the Non-Personal Information, without limitation, with any other person or entity.

You further acknowledge and agree that: (i) the Third Parties are solely and exclusively responsible for the Third-Party Services and any content offered on or in connection therewith; (ii) Your use of the Third-Party Services is subject to and conditional upon your acceptance of any terms, conditions or policies implemented by the applicable Third Parties, from time to time; (iii) under no circumstances shall we be liable in any way for any disconnections to, content provided by, or errors or omissions in, the Third-Party Services; (iv) we will share your identity and personal information (including your Biometric Information) with such Third Parties solely in relation to your use of the Third-Party Services; and (v) we reserve the right, in our sole and absolute discretion, to discontinue and/or remove any Third-Party Services from the Service.

5. Consent to PopID’s Vaulting of Biometric Data with Third Party

As part of our efforts to continuously improve and enhance the Service, in the future, we may transfer all user’s registration image(s), along with certain personal information collected from each user including your First Name, Last Name, phone number, email address, and a unique identification number (“Biometric Vault Data”), to a third party, selected in our sole discretion, to vault this data for us. By



registering for a PopID account, or using the Service, your expressly consent to us electing at some point in the future, to vault the Biometric Vault Data collected from you, including your registration image(s), with a third party, selected in our sole discretion, without obtaining further consent from you.

Prior to us transferring the Biometric Vault Data, we will provide you notice regarding the transfer and the date they will begin. However, you agree that we will not need to obtain further consent from you to proceed with the transfer of the Biometric Vault Data to the third party we select.

If you do not consent to PopID's right to transfer the Biometric Vault Data collected from you, including your registration image(s), to a third party in the future you must not register for a PopID account, and if you already have one, you must stop using and deactivate your PopID Account prior to the deadline stated. If you register for a PopID account, or continuing using the Service, and consent at this time, you can still avoid the transfer of your Biometric Vault Data to any third party selected by PopID by deactivating your PopID account prior to the date PopID identifies for when the transfers will begin.

6. Your Sharing and Our Use of Your Open Banking Data

One type of "Personal Information" you share with us the details regarding your bank account from your financial institution ("Open Banking Data") when you enroll your bank account as a Payment Method. When you add your bank account a Payment Method through Plaid (or a similar service we use), you agree to Plaid (or similar entity) establishing a connection between your bank account and us so that we may obtain Open Banking Data regarding your account as long as you maintain that bank account as a Payment Method. We use the Open Banking Data you share with us to make decisions regarding you and your PopID Account, including whether or not to approve transactions you attempt to make, establishing and adjusting limits on your account and transaction, as well as for us to decide, in our sole and absolute discretion, to offer or provide you with interest free, cash flow advances.

7. Creating a PopPay Account with Linked Payment Method

To register for a PopPay Account you must submit to us and successfully link to your PopPay Account one of the following: (1) an accepted debit card or credit card issued by financial institutions we accept (including Visa, MasterCard, American Express, and Discover) ("Card") or (2) your bank account ("Bank Account") at an accepted financial institution which supports sending and receiving electronic fund transfers through certain of our financial partners ("Bank"). Card and Bank Account are each a "Payment Method," and collectively "Payment Methods." You are not permitted to use PopPay unless you maintain at least one Payment Method linked to your Account.

You can manage your Payment Methods in the Payment Methods section of your PopPay Account settings. You may link additional Payment Methods to your Account after successfully registering for a PopPay Account, including registering the first Payment Method. If you link a single Payment Method to your Account, it will be designated as the primary Payment Method ("Primary Payment Method"). If you link more than one Payment Method to your Account, the last Payment Method linked will default to the Primary Payment Method. When you have more than one linked Payment Methods, you can change the Primary Payment Method from within your Account. If you have two or more Payment Methods, you can unlink one or more as long as one Payment Method is remaining.



You represent and warrant to us that for each Payment Method you link to your Account, or otherwise provide to us at any time, or is linked to your account at your request or for your benefit: (a) is valid and active; (b) belongs to you and has not been obtained, in whole or in part, by fraudulent or illegal means, (c) is the name that matches your Government issued photo identification and that you have listed for your Account; (d) does not contain funds obtained, in whole or part, by illegal and/or fraudulent means or activities; (e) has sufficient funds to satisfy your obligations under this User Agreement, (f) you will sign such documentation and do all things required by us or your bank to give effect to the Terms including, without limitation, signing an authorization, and providing additional documents, to allow the withdrawal of funds in accordance with this User Agreement. You further agree to always ensure that all information you submit to us regarding any Payment Method you attempt to link to your Account is true, accurate, current, and complete information, and you will immediately notify us, in writing, if any of this information changes, or you discover that any information is incorrect or inaccurate.

We may limit the Payment Methods available when you register, link a Payment Method, make a payment, or at any other time, in our sole discretion, for any reason including in order to manage risk.

8. Identity Authentication

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

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

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

9. Account, Password, and Security

You agree to the terms of our Privacy Policy, which is available at <https://www.popid.com/privacy>. You further agree to any revised or amended Privacy Policy posted on our Site, which constitutes a Notice under this User Agreement. Subject to Our Privacy Policy, you are responsible for any and all activities that occur in or under your Account. You agree to: (a) immediately notify us of any attempted or actual unauthorized use of your Account or any other breach of security; (b) keep your username and log-in details confidential; and (c) ensure that you promptly logout of Your PopPay Account at the end of each session.



10. Using Your PopPay Account – Immediate Charge

a. Legacy “Pre-loaded” Wallet: Pre-loaded wallets are no longer offered by PopID. If you previously registered for a pre-loaded PopPay wallet (“Pre-loaded Wallet”), you can continue to use your preloaded wallet and you will be subject to all of the other terms of this User Agreement. We will continue to charge your Payment Method and load \$50 of credit into your Pre-loaded Wallet when the balance is below \$15.00 remaining. If you would like to convert your Pre-Loaded Wallet to a “Pay As You Go” PopPay Account (“PopPay Account”), you can contact us at support@popid.com and request that your legacy Pre-Loaded Wallet be converted to a PopPay Account and have the value of any amount in your Pre-loaded Wallet will be transferred as Credits to your new PopPay Account. If you request this account conversion, you are responsible for verifying that any value in your Pre-loaded Wallet has been transferred to your new PopPay Account and must notify us in writing within 60 days after the Last Updated date, should you find any error or discrepancy. If you fail to notify us of any error or discrepancy in the amount between your legacy Pre-loaded Wallet and your new PopPay Account, you agree that the amount of credits in your new PopPay Account is accurate.

b. Using a “Pay As You Go” PopPay Account (formerly referred to as a “Pay As You Go” Wallet): You agree to maintain enough money in your Primary Payment Method in your PopPay Account to pay for the goods and services you purchase through PopPay. **For any users who first register for a PopPay Account on or after September 16, 2022, or for existing users when we convert your account (beginning on or after October 17, 2022)**, when you make a purchase, we will immediately charge your “primary” Payment Method for the amount of the purchase. We may, in our sole discretion, charge any of your Payment Methods registered to your PopPay Account immediately, or from time to time in our sole discretion, if the charge to your Payment Method designated as the “primary” Payment Method is declined, disputed, returned, or does not go through for any reason. We also may, in our sole discretion, submit the charge again to your Payment Method designated as the primary payment method, or any of your other Payment Methods, from time to time, in our sole discretion, until the charge successfully goes through, without being challenged, returned, reversed.

c. PopPay No Longer Waits to Charge Your Payment Method Nor Does it Aggregate Your Purchases Before Charging Your Payment Method: In the past, for users with a PopPay Pay As You Go Wallet (now known as a PopPay Account), PopPay would wait three days until we charged the user’s Payment Method *unless* the total PopPay balance owed was greater than \$50, in which case we charged the user’s Payment Method immediately for the outstanding balance owed. When your account is converted to a Pay As You Go PopPay Account, we will no longer wait any time before charging your Payment Method, nor will we aggregate or bundle your charges when charging your Payment Method. Instead, we will now charge your Payment Method(s) for each transaction, at or after the time you make a purchase using PopPay for each transaction. You expressly authorize us to resubmit the charge if it fails to go through for any reason.

11. Transactions on Your PopPay Account



You may pay for transactions at any Merchant with your PopPay Account. In processing a transaction to your PopPay Account (collectively “Transactions,” and each a “Transaction”), an authentication process may occur for the amount of the Transaction during which the number, status, available credit/funds and/or billing information of your Account will be verified. Your Bank, the issuing bank of the card, and/or PopID may attempt to contact you for additional information during the authentication process and you agree to assist in, and comply with, such authentication efforts. If a Transaction is mutually cancelled by you and the applicable Merchant, for whatever reason, we will request an authorization reversal on your behalf. The reversal times may vary, and we recommend that you contact your bank to learn about their authorization reversal policies.

Certain Qualifying Payments made to a Merchant are eligible for the PopPay Purchase Protection Program described below.

12. Card Payments

If you use your Card as a Payment Method, your Card issuer may show a pending authorization for a period of time until they release the hold or receive a completed transaction. In addition, Card payments are subject additional rules and regulations, including from the card network and your issuing bank.

13. Bank Account Payments

When you use your Bank Account as a Payment Method, you are allowing us to initiate a transfer from your Bank Account. For these Transactions, we will make electronic transfers from your Bank Account in the amount you authorize. You authorize us to try this transfer again if the initial transfer is rejected by your bank for any reason. In addition, Transactions you make with your Bank Account as the Payment Method will be shown in your PopPay Account immediately. However, these Transactions will not be shown in, or charged to, your Bank Account immediately. There can be a delay of up to three Business Days before the charge is made to, or shown in, your Bank Account.

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

IF YOU DON'T HAVE CREDITS IN YOUR POPPAY BALANCE OR THOSE CREDITS DO NOT COVER A SOME OR ALL OF A PURCHASE WHERE YOUR PRIMARY PAYMENT METHOD IS A BANK ACCOUNT, YOU SHOULD CONFIRM THAT YOUR BANK ACCOUNT CONTAINS FUNDS SUFFICIENT TO COVER THE PAYMENT BEFORE MAKING THE PAYMENT. THIS WILL HELP YOU AVOID OVERDRAFT OR OTHER FEES YOUR FINANCIAL INSTITUTION MAY CHARGE. IN ADDITION, YOU SHOULD ENSURE THAT YOU HAVE SUFFICIENT FUNDS IN YOUR BANK ACCOUNT TO ALSO COVER ALL OTHER TRANSACTIONS YOU MAKE FROM



YOUR BANK ACCOUNT BETWEEN THE DATE OF YOUR POPPAY TRANSACTION AND THE DATE YOUR BANK ACCOUNT IS CHARGED.

If you use your Bank Account as the Payment Method for your PopPay transaction, you have the right to request a receipt, which includes the following information the name of the Merchant, the amount charged to your Bank Account, the date you made the PopPay transaction, the type of transfer, a number or code that identifies the consumer's account or accounts, or the access device used to initiate the transfer, the street address of the location of the terminal where the transfer is initiated, or an identification such as a code or terminal number.

14. Account Statements

You have the right to receive account statement showing your PopPay Account activity (“Statements”). You may view your PopPay Account Statements by logging into your Account.

15. Limits

We may, at our sole discretion, impose limits on the amount and/or the number of payments and transfers you can send and receive. We may set limits to the Transactions you make both in terms of number, frequency, or amount of one or more Transactions. More specifically, we have the right to impose individual transaction limits, daily limits in number of transactions or amount, or any other limit on Transactions, or their particulars, in our sole discretion, and without further notice. Limits may change from time to time in our sole discretion.

16. Freezing Account, Limiting Functionality of Account, and Termination of Account

You acknowledge and agree that we may, in our sole and absolute discretion, freeze, suspend, or terminate your Account or use of the Site, or any portion thereof, for any reason, or no reason, and without notice. Upon the freezing or termination of your Account or the Service, you must immediately cease using the Service and any other services or products provided by us. Upon termination by Us, your PopPay Account will be cancelled and Credits that you paid for (if any) will be refunded to you within fifteen (15) Business Days after you provide us with a copy of your government issued photo identification and an address to send the refund. If we terminate your Account, all Promotional Credit, points, and rewards are void and forfeited.

17. Notifications, Errors, and Corrections

You will be notified by text message, through the Site, your PopPay Account, our mobile app, or through another means of communication designated in this User Agreement, when a Transaction is charged to your Payment Method. Data transmission charges may apply. The history of your Transactions can be viewed through your PopPay Account.

You must check your Transaction history and Statements in your PopPay Account regularly, and at least once every 30 days, to ensure there are no errors or inaccuracies. You must notify us, in writing, within 60 days of a Transaction appearing in your PopPay Account Transaction history or Statement if you



dispute the charge or contend there are any errors or inaccuracies. If you provide us with such timely notice, we will add PopPay Credits to your PopPay Account if we determine that a clerical, billing, or accounting error has occurred resulting in your Payment Method being charged more than it should have been charged. We may, but are not required, to resolve any other disputes between you and any Merchant regarding any transaction made through the Site, and if we resolve such a dispute, you agree that our resolution is final and binding. If you have questions regarding your Transaction history or Statements, or if you wish to dispute or make a correction to any information shown for a Transaction, please email us immediately at disputes@popid.com.

18. Protection from Unauthorized Transactions

To protect yourself from unauthorized activity in your PopPay account, you should pay close attention to messages we send you and regularly log into your PopPay Account and review your Transaction history. We will notify you of each transaction by sending a message to your mobile phone number registered to your Account. We will also list each of your PopPay Transactions in your Transaction history in your Account. You should review these Transaction notifications to ensure that each transaction was authorized and accurately completed.

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

a. What is an Unauthorized Transaction

An “Unauthorized Transaction” occurs when a Transaction is made from PopPay account that you did not initiate or authorize, and that did not benefit you. For example, if a payment is made from your PopPay account and your Biometric Information was not used to authorize the transaction, an Unauthorized Transaction has occurred.

b. What is not considered an Unauthorized Transaction

Transactions that fall into the following are NOT considered Unauthorized Transactions:

- Transactions that are made by the card holder, that are made with their permission, or from which they benefit.
- Transactions that are made by the account holder, that are made with their permission, or from which they benefit.
- Invalidation and reversal of a payment as a result of the actions described under Refunds, Reversals, and Chargebacks.

c. Reporting an Unauthorized Transaction

Tell us AT ONCE if you believe your access to your PopPay Account has been lost or stolen, or PopPay Account has been used for a transaction you did not make, including an electronic fund transfer from your linked Bank Account by calling us at (626) 639-0559, by emailing us at support@popid.com, by submitting a dispute on the Contact Us form on our website www.popid.com, or by writing to PopID, Inc.,



Attn: Unauthorized Transaction Team, 6800 Owensmouth Avenue, Suite 350, Canoga Park, California 91303.

Telephoning is the best way of keeping your possible losses down. You could lose all the credits in your PopPay Account, and the entire limits of your credit, and all of the money in your Bank Account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your PopPay Account access, you can lose no more than \$50 if someone used your PopPay Account without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of access to your Account, and we can prove we could have stopped someone from using your Account without your permission if you had told us, you could lose as much as \$500.

Also, if your Transaction History or Statement shows purchases that you did not make, including any transaction paid from your linked Bank Account, tell us at once. If you tell us within 60 days after we provide you your PopPay Account Statement showing transactions you did not make, you will be eligible for 100% protection for Unauthorized Transactions. If you do not tell us within 60 days after we provided the statement to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. Filing a chargeback or reversal with your financial institution related to a PopPay payment does not constitute notice of an Unauthorized Transaction to us. You must contact us directly to notify us of Unauthorized Transactions by calling us (626) 639-0559, by emailing us at support@popid.com, submitting a dispute on the Contact Us form on our website www.popid.com, or writing to PopID, Inc., Attn: Unauthorized Transaction Team, 6800 Owensmouth Avenue, Suite 350, Canoga Park, California 91303.

19. Error Resolution

a. What is an error

An “error” means the following:

- When money is either incorrectly taken from your PopPay account or incorrectly placed into your PopPay account, or when a transaction is incorrectly recorded in your PopPay account.
- You send a payment and the incorrect amount is debited from your PopPay account.
- An incorrect amount is credited to your PopPay account.
- A transaction is missing from or not properly identified in your PopPay account statement.
- We make a computational or mathematical error related to your PopPay account.

a. What is not considered an error

The following are NOT considered errors:

- If someone accesses your PopPay Account with your knowledge or permission and makes a transaction (with or without your knowledge or permission). You are responsible for transactions made in this situation.
- Invalidation and reversal of a payment as a result of the actions described under Refunds, Reversals and Chargebacks.
- You request a receipt or periodic statement documents that we are required to provide to you.



- Routine inquiries about money in your PopPay account or the status of a pending transfer to or from your PopPay account, unless you expressly notify us of an error in connection with the transfer.
- Requests for duplicate documentation or other information for tax or other recordkeeping purposes.
- Claims under the PopPay Purchase Protection Program.

b. In case of errors or questions about your PopPay transactions

In case of errors or questions about your PopPay Transactions, including any that were made using your linked Card(s) or Bank Account(s), you can telephone us at (626) 639-0559, or contact us by emailing us at support@popid.com, submitting a message on the Contact Us form on our website www.popid.com, or writing to PopID, Inc., Attn: EFT Support, 6800 Owensmouth Avenue, Suite 350, Canoga Park, California 91303. Notify us as soon as you can if you think a Transaction on your Transaction History or Statement or receipt is wrong or if you need more information about a Transaction. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Filing a chargeback or reversal with your financial institution related to a PopPay Transaction does not constitute notice of an error to us. You must contact us directly to notify us of errors. When you notify us:

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your PopPay account within 10 Business Days for the amount you think is in error and will notify you within 2 Business Days of the credit, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your PopPay account. For errors involving new PopPay accounts or point-of-sale transactions, we may take up to 90 days to investigate your complaint or question. For new PopPay accounts, we may take up to 20 Business Days to credit your PopPay account for the amount you think is in error. We will tell you the results within 3 Business Days after completing our investigation.\

- If we determine that there was an error, we will promptly credit the full amount of the error into your account within 1 Business Day of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.
- If we decide that there was no error, we will send you a written explanation, and, if you received a provisional credit, after giving you 5 Business Days advance notice of the date and amount of the debit, we will remove it from your account. You may ask for copies of the documents that we used in our investigation.



For this Agreement, a “Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of California or is a nationally recognized federal holiday pursuant to Federal law. The payment of these amounts to you remain subject to the provisions of this Agreement regarding Merchant Disputes and Customer Disputes at all times, including after money has been transferred.

c. Processing Errors

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

- You receiving less than the correct amount to which you were entitled, then we will credit your PopPay Account for the difference between what you should have received and what you actually received.
- You receiving more than the correct amount to which you were entitled, then we will debit your PopPay account for the difference between what you actually received and what you should have received.
- Our not completing a transaction on time or in the correct amount, then we will be responsible to you for your losses or damages directly caused by this failure, unless:
 - through no fault of ours, you did not have enough available funds to complete the transaction;
 - our system was not working properly and you knew about the breakdown when you started the transaction; or
 - the error was due to extraordinary circumstances outside our control (such as fire, flood or loss of Internet connection), despite our reasonable precautions.

Processing errors are not:

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

20. Communications Between You and Us

By providing us your mobile phone number and opting in to receive text messages, you agree that we, including our affiliates, may contact you at that number using autodialed or prerecorded message calls or text messages to: (i) service your PopID or PopPay branded Accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. We will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes unless we receive your prior express written consent. You must agree to receive texts to your mobile phone number in order to use and enjoy the products and services offered by PopID. You can decline to receive autodialed or prerecorded message calls or texts to your mobile phone number by replying STOP to a message or by sending an email to privacy@popid.com from the email associated with your PopPay account with the following message:

Please do not contact my phone with autodialed or prerecorded message calls or text messages.



This will ensure that you will not be contacted by PopID or on behalf of PopID with autodialed or prerecorded message calls or text messages. Message and data rates may apply. The frequency of messages may vary, and standard telephone minute and text charges may apply. Neither we nor your phone carriers are liable for delayed or undelivered messages. Please review our **Privacy Policy** to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but we will not share your mobile phone number with third parties for their own purposes without your consent. We may communicate with you about your PopPay account and the PopPay services electronically as described in our **Consent to Receive Electronic Disclosures**. You will be considered to have received a communication from us, if it is delivered electronically, 24 hours after the time we post it to our website or text or email it to you. You will be considered to have received a communication from us, if it is delivered by mail, three (3) Business Days after we send it. Unless you're communicating with us about a matter where we've specified another notice address (for example, our Protection from Unauthorized Transactions process), written notices must be sent by postal mail to: PopID, Attention: Legal Department, 6800 Owensmouth Avenue, Suite 350, Canoga Park, California 91303. You understand and agree that, to the extent permitted by law, we may, without further notice or warning, monitor or record telephone conversations you or anyone acting on your behalf has with us or our agents for quality control and training purposes or for our own protection. You acknowledge and understand that while your communications with us may be overheard, monitored, or recorded not all telephone lines or calls may be recorded by us, and we do not guarantee that recordings of any particular telephone calls will be retained or retrievable.

21. PopPay Purchase Protection Program

IMPORTANT: ONLY QUALIFYING PAYMENTS, AS DESCRIBED BELOW, WILL BE ELIGIBLE FOR POPPAY PURCHASE PROTECTION PROGRAM. If you are either the buyer or the Merchant of a Qualifying Payment, you may be eligible for the PopPay Purchase Protection Program. Payments must be made from a PopPay account and are limited to PopPay transactions ("Qualifying Payments").

When you're a buyer who makes a Qualifying Payment, the PopPay Purchase Protection Program may entitle you to a refund of the full purchase price of the item (less any PopPay discounts, Credits back, or Promotional items or credits you received as part of the transaction) in the form of Credits to your Account. If you abide by the terms of the PopPay Purchase Protection Program, there is no limit on the number of payments eligible for the PopPay Purchase Protection Program. By accessing the Transaction details page in your Account, you can determine whether or not your Transaction may be eligible for this program. We determine, in our sole discretion, whether the claim is eligible for the PopPay Purchase Protection Program. We will make a decision, in our sole discretion, based on the eligibility requirements, any information or documentation provided during the resolution process, or any other information we deem relevant and appropriate under the circumstances. Our original determination is considered final, but you may be able to file an appeal of the decision with us if you have new or compelling information not available at the time of the original determination or you believe there was an error in the decision-making process. We reserve the right, in its sole discretion, to change its original decision based on information obtained after the claim was originally decided.



a. When you're a buyer who makes a Qualifying Payment:

You may be required to return the item to the Merchant, us, or other party we specify as part of the resolution of your claim. The PopPay Purchase Protection Program does not entitle you to a refund or compensation for any other incidental amounts, including transportation, mailing, or shipping. The PopPay Purchase Protection Program may apply when you're a buyer and encounter these specific problems with an eligible purchase:

- You didn't receive your item (referred to as an "Item Not Received" claim), or
- You received an item, but the item isn't what you ordered (referred to as a "Significantly Not as Described" claim).

If you believe that a transaction made through your PopPay account was not authorized by you, this type of claim is different from the PopPay Purchase Protection Program, and is described above under Protection from Unauthorized Transactions.

If you are a buyer and received any discounts or Promotional Credits or rewards as part of, or a result of, the Transaction, we may immediately remove these Promotions, deduct the amount from your Account, reduce the amount we credit you, or charge your Payment Method to recover the Promotion Credits or rewards or their value.

b. Buyer Item Not Received claims

When you're a buyer, an Item Not Received claim for a Qualifying Payment will *not* be eligible for a refund if:

- If the transaction was for something that was not supposed to be provided to you in-person at the time of sale, or if you arranged for the item purchased to be received or collected by someone else on your behalf, or
- The Merchant has provided proof of delivery. If the Merchant presents evidence that they delivered the goods to you, PopID may find in favor of the Merchant for an Item Not Received claim even if you claim you did not receive the goods.

c. Buyer Significantly Not as Described claims

When you're a buyer a Significantly Not as Described claim for a Qualifying Payment *may be eligible* for a refund if:

- The item is materially different from the Merchant's description of it.
- You received a completely different item.
- The item was advertised as authentic but is not authentic (i.e. counterfeit).
- The item is missing major parts or features and those facts were not disclosed when you bought it.
- You purchased a certain number of items but didn't receive them all.
- The item is unusable in its received state, was not disclosed as such, and it was not apparent based on a reasonable inspection.

A Significantly Not as Described claim for a Qualifying Payment *may not be eligible* if:



- The defect in the item was visible, would have been apparent based on a reasonable inspection of the item or correctly described by the Merchant orally or in writing.
- The item was properly described but you didn't want it after you received it.
- The item was properly described but did not meet your expectations or you didn't like it.
- The item has non-material irregularities or imperfections.

d. General buyer eligibility for PopPay Purchase Protection Program

When you're a buyer who makes a Qualifying Payment, to be eligible for the PopPay Purchase Protection Program you must meet all of the following requirements:

- You have a PopPay account in good standing.
- You have previously attempted to resolve the issue directly with the Merchant.
- You comply with the requirements of our Purchase Protection Program
- You respond to our request for documentation and other information within the time requested.
- You open a dispute with us within 60 days of the date you made the purchase and then follow our dispute resolution process.
- You have not received a recovery related to such purchase from another source, for example from a dispute filed with your bank or credit card issuer.

e. Ineligible items and transactions under the PopPay Purchase Protection Program

The following items or transactions *are not* eligible for the PopPay Purchase Protection Program:

- When you're a buyer making a Qualifying Payment:
 - Significantly Not As Described claims for wholly or partly custom-made items.
 - Items intended for resale, including single item transactions or transactions that include multiple items.
- When you're a Merchant receiving a Qualifying Payment:
 - Significantly Not as Described claims filed either with PopPay or the buyer's card issuer.
 - Items sent after PopPay advised you not to release the item to the buyer.
- When you're either a buyer or a Merchant:
 - Personal payments.
 - Real estate, including residential property.
 - Financial products or investments of any kind.
 - Businesses (buying or investing in a business).
 - Vehicles, including, but not limited to, motor vehicles, motorcycles, recreational vehicles, aircraft and boats, except for personally portable light vehicles used for recreational purposes like bicycles and wheeled hoverboards.
 - Anything PopPay determines, in its sole discretion, is prohibited by this User Agreement and/or the Acceptable use Policy.
 - For Item Not Received claims, items which the buyer arranges to be collected on their behalf.
 - Industrial machinery used in manufacturing.
 - Payments made in respect of gold, precious metals, or gemstones (whether in physical form or exchange-traded form)



- Payments to a state-run body (except for state-owned enterprises), government agencies, or third parties acting on behalf of state-run bodies or government agencies
- Payments equivalent to cash, including stored value items such as gift cards and pre-paid cards.
- Gambling, gaming and/or any other activities with an entry fee and a prize.

f. PopPay Purchase Protection Program dispute resolution process:

When you're a buyer who makes a Qualifying Payment, if you're unable to resolve a transaction related issue directly with a Merchant, you can file a PopPay Purchase Protection Program claim using the steps described below. If you do not follow these steps your claim may be denied:

- **Step 1: Open a dispute:** Within 60 days of the date you made the purchase, you must submit a dispute to us by writing to PopID, Inc., Attn: Disputes Department, 6800 Owensmouth Avenue, Suite 350, Canoga Park, California 91303, by calling us (626) 639-0559, by email at disputes@popid.com, or by submitting a dispute on the Contact Us form on our website at <https://www.popid.com/pay#contact>. Please include information on the disputed transaction and the reason for your claim, including the date and amount of the transaction, the Merchant's name, and a detailed explanation of your issue and why you dispute the transaction.
- **Step 2: Respond to our requests for documentation or other information.** We may require you to provide receipts, third party evaluations, police reports, or other documents that we specify. You must respond to these requests in a timely manner as requested in our correspondence with you.
- **Step 3: Comply with our return requests in a timely manner,** if you're filing a Significantly Not as Described claim, we may require you, at your expense, to ship the item back to the Merchant, to us or to a third party (which we will specify) and to provide proof of delivery. Proof of delivery means:
 - For transactions that total less than \$750 U.S. dollars, confirmation that can be viewed online and includes the delivery address showing at least city/state or zip code, delivery date, and the identity of the shipping company you used (if applicable).
 - For transactions that total \$750 U.S. dollars or more, you must provide signature confirmation of delivery.
- **Step 4: We will make a decision** (including automatically closing any dispute or claim), in our sole discretion, based on the coverage and eligibility requirements set forth above, any additional information provided during the dispute resolution process or any other information we deem relevant and appropriate under the circumstances. When you're a Merchant who receives a Qualifying Payment, you must respond to our requests for documentation and other information in a timely manner as requested in our email or other correspondence with you. If you do not respond to our request for documentation and other information in the time requested, the transaction may not be eligible for the PopPay Purchase Protection Program.



g. Dispute with us or your card issuer or financial institution holding your bank account:

If you used a Card as the Payment Method for a Transaction with an authorized Merchant through your PopPay Account and you are dissatisfied with the transaction, you may be entitled to dispute the transaction with your card issuer. If you used a Bank Account as the Payment Method for a Transaction with an authorized Merchant through your PopPay Account and you are dissatisfied with the transaction, you may be entitled to dispute the transaction with the bank or financial institution holding your Bank Account. Applicable card chargeback rights, and electronic funds transfer reversals may be broader than those available to you under the PopPay Purchase Protection Program. For example, if you dispute a transaction with your card issuer, you may be able to recover amounts you paid for unsatisfactory items even if they are not eligible under a Significantly Not as Described claim with us. You must choose whether to pursue a dispute with us under the PopPay Purchase Protection Program, or to pursue the dispute with your card issuer or financial institution holding your Bank Account. You can't do both at the same time or seek a double recovery. If you pursue a dispute/claim with us under the PopPay Purchase Protection Program and you also pursue a dispute for the same transaction with your card issuer, or bank holding your Bank Account, we will close your dispute/claim with us. This won't affect the dispute process with your card issuer or bank. In addition, if you pursue a dispute with your card issuer or bank, you cannot pursue a dispute/claim under the PopPay Purchase Protection Program with us later. If you choose to dispute a transaction with us under the PopPay Purchase Protection Program and we decide against you, you can seek to pursue the dispute with your card issuer later. If we do not make a final decision on your claim until after your card issuer's or bank's deadline for filing a dispute, and because of our delay you recover less than the full amount you would have been entitled to recover from the card issuer or bank, we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the Merchant or your card issuer or bank). Before contacting your card issuer or bank, or filing a dispute with us under the PopPay Purchase Protection Program, you should contact the Merchant to attempt to resolve your issue in accordance with the Merchant's return policy.

To the maximum extent permitted by applicable law, if you dispute or seek to charge back any Transaction directly with your bank or other financial institution who issued your Card or who holds your Bank Account, without first attempting to resolve the issue with the Merchant, and without attempting to resolve the dispute first through our Purchase protection Program and without our express, prior written consent, then you agree that you will indemnify us, including the Indemnified Parties, for any amounts we are required to pay or return, as well as any additional costs, fees, or damages we incur, in whole or in part, as a result of your dispute or charge back. You further agree that we may charge any of your Payment Methods to cover any amounts charged back, reversed, or that we otherwise must pay based on any such dispute you initiate. In addition, you agree that You will owe us these amounts regardless of our ability to charge your Payment Methods, and we have the right (but not the obligation) to charge any other Payment Methods you later add to your Account and/or to suspend your use of the Service until you pay all amounts owed to us, or to terminate your Account and bar you from using the Service in the future indefinitely, or for a period we determine, in our sole discretion.

22. Refunds, Reversals, and Chargebacks



a. Refunds for Transactions

When you buy something from a Merchant using PopPay, and the transaction is refunded, the money will be sent back to you. Money may not always be refunded to the payment method originally used. If you receive a payment and that payment is later refunded or invalidated for any reason, you are responsible for the full amount of the payment sent to you plus any fees (including any applicable chargeback fees below). If you refund a transaction, we will retain the fee as specified in the Merchant Agreement. In the event of a successful claim under the PopPay Purchase Protection Program, we will initiate the refund process.

b. Payments that are invalidated and reversed

Payments may be invalidated and reversed by us if, among other reasons, we sent the payment to you in error, the funding transaction is declined or reversed, the payment was unauthorized or unfunded, we determine that a purchase is eligible for the PopPay Purchase Protection Program (in which case we may reverse funds from the Merchant's account to refund the buyer) or if the payment was for activities that violated this User Agreement or any other agreement with us. As the sender or recipient of a payment that is later invalidated for any reason, you may be liable to us for the full amount of the payment and we may recover the amount of the payment (plus any fees) from you. We may recover the amount of the payment from either the buyer or the Merchant of an invalidated payment in our discretion (subject to applicable law). For example, if you send a payment funded by a bank account and the bank informs us it cannot cover the payment due to a lack of funds or a dispute, we may hold you liable for the payment, or if you were the recipient of that payment, we may reverse that payment from your account to cover the liability. When recovering the amount of an invalidated payment from you, we may apply any money received by you on PopPay, request that you add money to your Account for the amount of the payment and apply that money to amounts owed, and/or we may:

- engage in collection efforts to recover such amounts from you;
- take any or all action as outlined under Amounts Owed to Us; and
- place a limitation or take other action on your PopPay account as outlined under Restricted Activities and Holds and Limitations.

If we invalidate a payment because the card issuer or originating bank declined or reversed the transaction, then you may be liable for the payment even if you disagree with the decision of the card issuer or originating bank to decline or reverse the payment. If you believe that a payment initiated with your PopPay account was not authorized, then you must notify us immediately, even if you (or someone else) disputes the transaction with the card issuer or originating bank. Please see under the heading Reporting an Unauthorized Transaction for information about how to notify us. If you fail to report the unauthorized activity directly to us, then we may recover the amount of the reversed payment from you, as described above.

23. Restricted Activities

In connection with your use of our websites, your Account, PopPay, and the Site, or in the course of your interactions with us, other customers, Merchants, or Third Parties, you must not:

- Breach this User Agreement, our Acceptable Use Policy, or any other agreement between you and us;
- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- Infringe our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- If you have a personal account, use your PopPay account to conduct transactions for goods or services with other personal accounts, except as expressly authorized by PopPay;
- Create or control more than one Account without our express authorization, through, among other methods, using a name that is not yours, using a temporary email address or phone number, or providing any other falsified personal information;
- Act in a manner that is defamatory, trade libelous, threatening, or harassing;
- Provide false, inaccurate, or misleading information;
- Send or receive what we reasonably believe to be potentially fraudulent money or payments for advertising, marketing, or otherwise on an unsolicited and unauthorized basis;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- Attempt to double dip during the course of a dispute by receiving or attempting to receive money from both us and the recipient of a payment, bank, or card issuer for the same transaction;
- Control an account that is linked to another PopPay account that has engaged in any of these restricted activities;
- Use the PopPay services in a manner that results in or may result in:
 - complaints;
 - disputes; claims, reversals, chargebacks,
 - fees, fines, penalties or other liability or losses to PopPay or PopID, other customers, third parties or you;
- Use your PopPay account or the Site in a manner that we, Visa, Mastercard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules, or for the purpose of earning rewards, perks, miles, points, etc. with your credit card, debit card, or bank account;
- Have any amounts owed to us;
- Provide yourself a cash advance from your credit card (or help others to do so);
- Access the PopPay services from outside the United States;
- Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the PopPay services) operated by us or on our behalf or PopPay services;
- Facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or PopPay services;
- Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers;



- Interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the PopPay services) operated by us or on our behalf, any of the PopPay services or other users' use of any of the Site;
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers;
- Use the PopPay services to test credit card behaviors, or make excessive or unexplainable transactions;
- Circumvent any of our policies or determinations about your PopPay account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional PopPay account(s) when you have amounts owed to us or when your PopPay account has been restricted, suspended or otherwise limited; opening new or additional PopPay accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's PopPay account; or
- Harass and/or threaten our employees, agents, or other users.

PopID has no liability, of whatsoever nature, for any of activity, in whole or in part, that you do in violation of this User Agreement, the Acceptable Use Policy, or that is, in whole or part, fraudulent or illegal, and you indemnify and release us, including the Indemnified Parties, in this regard.

24. Actions We May Take if You Engage in Any Restricted Activities

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

- Terminate this user agreement, limit your PopPay and/or PopID Account, and/or close or suspend your PopPay and/or PopID Account, immediately and without penalty to us;
- Refuse to provide the PopPay or PopID services to you in the future;
- Limit your access to our Site, including our websites, software, systems (including any networks and servers used to provide any of the PopPay or PopID services) operated by us or on our behalf, your PopPay or PopID account or any of the PopPay or PopID services, including limiting your ability to make purchases with any of your Payment Methods linked to your Account;
- Hold money or Credits in your PopPay Account for up to 180 days if reasonably needed to protect against the risk of liability or if you have violated this User Agreement or our **Acceptable Use Policy**;
- Suspend your eligibility for the PopPay Purchase Protection Program;
- Update inaccurate information you provided us;
- Take legal action against you; or
- If you have violated our **Acceptable Use Policy**, then you are also responsible for damages to us caused by your violation of this policy.

If we close your PopPay account or terminate your use of the PopPay services for any reason, we will provide you with notice of our actions. You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by us, any customer, or a Third Party caused by or arising out of your breach of this User Agreement, our Acceptable Use Policy, and/or your use of the PopPay or the



Site. For example, if you send a payment funded by your Bank Account and your Bank informs us you do not have sufficient funds to cover the payment, you may be liable for the payment. Similarly, if you receive a payment and the payment is disputed, you may be liable for the payment.

We may also reverse a Transaction, limit or ban your use of your Account or the Site, for a period of time or indefinitely, if we reasonably believe in our sole discretion, that the Transaction or use is unauthorized, fraudulent, unlawful, or otherwise seeks to take advantage of us, including any of the Indemnified Parties.

25. Linking Third-Party Loyalty Programs

You may have the ability to link your PopPay Account to a loyalty program with one or more of our Merchants or Third Party partners. In order to link your PopPay Account to any other Merchant loyalty program you must agree to the specific terms of that loyalty program in addition to the terms of this User Agreement. Your linking of your PopPay Account, and each use of the loyalty program with the PopPay linked account constitutes your agreement to the this User Agreement and the terms and conditions of the Merchant specific loyalty program.

26. Promotions, Promotional Credits, and Restrictions

We may, in our absolute discretion and from time to time, run promotional programs associated with your PopPay Account (“Promotions”). Such Promotions are subject to these Terms as well as any additional terms as indicated in connection with the said Promotion (collectively, the “Promotional Terms”). We reserve the right, in our absolute discretion, to modify the Promotion or Promotional Terms and/or cancel the Promotions without notice.

You can earn Promotional Credits or other Promotional rewards (i.e. discounted, buy one get one or the like, or free items or services, BOGO, or free items or services), by making qualifying purchases from Merchants using PopPay. Participating Merchants and offer terms may be changed from time to time without notice. We will credit your Account with the Promotional Credits or other Promotional reward based on the information we receive from our Site or our Third-Party Service provider. If you return, charge back, cancel, dispute, or otherwise request a refund for a qualifying purchase for which you have already received Promotion Credits or rewards, we reserve the right to remove any related Credits or rewards from your Account or apply future Credits or rewards to any such amount. Except as expressly stated otherwise for a particular Promotion, all Promotional Credits or other Promotional rewards that you earn through PopID or PopPay expire after seven (7) days after being added to your Account, to the extent they have not been used. We may, but are not required, to extend the expiration date in our sole discretion.

Beginning on July 1, 2024, Credits can only be used when you have a Bank Account as your primary Payment Method and the Merchant accepts a Bank Account payment method. On or after July 1, 2024, when you have a debit or credit card as your primary Payment Method for your Account, the full amount of the transaction will be charged to your Payment Method and any Credits in your account will not be used.

Except for credits rolled over from your actual payments in legacy pre-paid wallets as discussed in Section 9 and unless otherwise required by law, you acknowledge and agree that any Credits in your Account: (a)



have no cash value, (b) may not be redeemed or returned for cash; (c) cannot be transferred or withdrawn, (c) can only be used at a Merchant, (d) can only be used when you have selected a Bank Account as your primary Payment Method, (e) are not insured by the Federal Deposit Insurance Corporation (“FDIC”), (f) are non-interest bearing, and (g) the items purchased using the credits cannot be returned for cash or any things of value other than Credits. As part of our absolute discretion, we may cancel, void, or remove credits, including any promotional credits, from your account at any time and for any reason. We also may impose expiration dates on credits in your account, including existing credits or subsequently issued credits, and we may shorten or lengthen these expiration dates at any time, in our absolute discretion and without notice.

Previous/future purchases are not eligible for a discount, sale price adjustment, or Promotions. Unless otherwise specified, product prices already reflect discounts. All offers are limited to stock on hand; no rain checks are available. Not valid on prior purchases, gift cards, gift certificates, taxes, duties, or shipping and processing charges. You must pay applicable sales tax. Offer may not be combined with any other sale, promotion, discount, code, coupon and/or offer. Promotions have no cash value. Offer cannot be sold or otherwise bartered. Void where prohibited, taxed, or otherwise restricted. Returns of any portion of the purchase will require equal forfeiture of offer or amount equal to offer. Buy One Get One offers apply a portion of discount amount to each of the items. Other restrictions may apply. Promotions only apply to the United States unless otherwise noted.

27. Refund of PopPay Pre-Loaded Wallet Deposits

If you registered for a legacy Pre-loaded Wallet previously, should you desire to refund the balance of your PopPay “Pre-paid” Wallet and convert to a Pay As You Go Account, you must notify us, in writing, by December 14, 2022, by emailing us at info@popid.com, with a copy of your government issued photo identification card and the address to which you request your refund sent. your balance will be refunded minus the promotional offer you received unless You transacted greater than \$50 on PopPay. Should you desire to refund the balance of your Pre-loaded Wallet without creating a new account, your Personal Information will be saved for a reasonable period of time to: (a) comply with our legal obligations, including the CCPA, and implementing regulations, (b) to protect against malicious, deceptive, fraudulent, or illegal activity, including that a person does not receive multiple registration promotions (c) to complete the transactions for which the personal information was initially provided, (d) to enable solely internal uses that are reasonably aligned with a user’s expectations based on that user’s relationship with us. Any refund may take up to fifteen (15) Business Days to process and the refund will be sent to the address provided in your timely, written notice. If you fail to provide us with an address for sending the refund, or a copy of your government issued photo identification card, along with your request, your request will be denied, no refund will be made, and any remaining value will be transferred as credits into your PopPay Account. For the purposes of this paragraph and these Terms, a “Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of California or is a nationally recognized federal holiday pursuant to Federal law of the United States of America.

28. Court Orders, Regulatory Requirements or Other Legal Process



If we are notified of a court order or other legal process affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your PopPay account, placing a hold or limitation on your PopPay account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. We do not have an obligation to contest or appeal any court order or legal process involving you or your PopPay account. When we implement a hold or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold or limitation may remain in place longer than 180 days.

29. Holds and Limitations

Under certain circumstances, in order to protect PopID and PopPay and the security and integrity of the network that uses the PopID services, PopID may, in its sole discretion, take account-level or transaction-level actions. A hold may be placed on your Account. Our decision about holds and limitations may be based on confidential criteria that are essential to our management of risk and the protection of PopID, our customers, and/or service providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your PopPay account. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. We have no obligation to disclose the details of our risk management or security procedures to you.

a. Holds

A hold is an action that PopPay may take under certain circumstances either at the transaction level or the account level. When PopPay places a temporary hold on a transaction, the money is not available to either the sender or the recipient. PopPay reviews many factors before placing a hold on a transaction, including: account tenure, transaction activity, and past disputes.

b. Holds based on our risk decisions

We may place a hold on transactions involving your PopPay account if, in our sole discretion, we believe that there may be a high level of risk associated with you, your PopPay account, or your transactions or that placing such a hold is necessary to comply with state or federal regulatory requirements. We make decisions about whether to place a hold based on a number of factors, including information available to us from both internal sources and third parties. Risk-based holds may remain in place for up to 180 days from the date the transaction was made. We may release the hold earlier under certain circumstances, but any earlier release is at our sole discretion.

c. Account Limitations

Limitations may be placed on your account to help protect PopID and PopPay users when we notice restricted activities or activity that appears to us as unusual or suspicious. Limitations also help us collect information necessary for keeping your PopPay account open. There are several reasons why your PopPay account could be limited, including:



- If we suspect someone could be using your PopPay account without your knowledge, we'll limit it for your protection and look into the unusual activity.
- If another financial institution alerts us that someone has used one of your linked payment methods without permission.
- In order to comply with the law.
- If we reasonably believe you have breached this User Agreement or violated the Acceptable Use Policy or any other agreement between you and us.

You will need to resolve any issues with your account before a limitation can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect us, our users, a third party, or you from reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability.

30. Fees and Charges

We do not currently charge users any activation, service, dormancy, or inactivity fees in connection with your use of the Site, including your use of your PopPay Account, although we retain the right to do so in the future. Fees may change from time to time in our sole discretion.

31. Mobile Services

You acknowledge that PopPay, or other portions of the Site, may be available via a mobile device ("Mobile Services"), including the ability to upload content to, or browse and otherwise access, the Service or certain features thereof. You further acknowledge and agree that: (a) to the extent you access the Mobile Services, your service carrier's standard charges, data rates, and other fees may apply; (b) by using the Mobile Services, we, a Third Party and/or your mobile provider may communicate with you by automated SMS, MMS, text message, or other electronic means to your mobile device and that information about Your usage of the Mobile Services may be communicated to us; (c) in the event you change or deactivate your mobile telephone number, you must promptly update Your Account; (d) you will only access the Mobile Services on a mobile device number legally assigned to you by a service carrier; (e) you will be sent SMS messages from time to time as part of our provision of the Mobile Services and the frequency of the same depends, in part, on Your use of the Service. If, at any time, you desire to opt-out from such messages, you must immediately notify us via email at info@popid.com.

PopID does not warrant that the Mobile Services will be compatible with your mobile device. You may use mobile data in connection with the Mobile Services and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. PopID hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Services for one PopID Account, and one linked PopPay Account, on one mobile device owned or leased solely by you, for your personal use. You acknowledge and agree that you may not: (i) modify, disassemble, decompile, or reverse engineer the Mobile Services, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Services to any third party or use the Mobile Services to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Services; (iv) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Mobile Services, features that prevent or restrict



use or copying of any content accessible through the Mobile Services, or features that enforce limitations on use of the Mobile Services; or (v) delete the copyright and other proprietary rights notices on the Mobile Services. You acknowledge that PopID may from time-to-time issue upgraded versions of the Mobile Services, and may automatically electronically upgrade the version of the Mobile Services that You are using on your mobile device. You consent to such automatic upgrading on Your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Services is covered by the applicable open source or Third-Party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Services or any copy thereof, and PopID or its Third-Party partners or suppliers retain all right, title, and interest in the Mobile Services (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in these Terms, is void. PopID reserves all rights not expressly granted under these Terms. The Mobile Services originates in the United States, and are subject to United States export laws and regulations. The Mobile Services may not be exported or re-exported to certain countries, or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Services may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Services and the Service. The following applies to any Mobile Services you acquire from the Apple App Store (“Apple-Sourced Software”). You acknowledge and agree that these Terms are solely between you and PopID, not Apple, Inc. (“Apple”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by these the terms of this User Agreement and any law applicable to PopID as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the terms of this User Agreement and any law applicable to PopID as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party’s intellectual property rights, PopID, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and PopID acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

32. User Content



You understand that all non-personal information, data, text, software, music, sound, photographs, graphics, video, messages, or other content or materials (collectively, the “Content”) which You publicly post or privately transmit on any Service, is your sole responsibility. You warrant to us that this Content is: (a) your own; (b) lawful; (c) not infringing upon any third party’s intellectual property rights; and (d) provided in good faith. By posting the Content on the Service, you grant us and our affiliates a non-exclusive, worldwide, royalty free, fully paid, transferable, sub-licensable, perpetual, irrevocable license to copy, display, transmit, perform, distribute, store, modify and other wise use your Content in connection with the operation of the Service or the promotion, advertising, or marketing thereof, in any form, medium or technology now known or later developed.

33. No Commercial Use

Except for Merchants who have agreed to our Merchant Agreement, you acknowledge and agree that the Site is only for your personal use and not on behalf of any other person. You further agree you agree that you will not, without our prior written consent, display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or transmit for any commercial purposes, all or any portion of the Site.

34. Service Content, Software, and Trademarks

You acknowledge that PopPay, the Site, and the technology and software underlying it, may contain content which is protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws (collectively the “Proprietary Content”). You acknowledge and agree that the Proprietary Content is the sole property of us, our affiliates, and our partners. You warrant to us that you will not, without our prior written consent, modify, transfer, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works from, or use for the benefit of any third party, the Proprietary Content.

35. PopPay General Return Policies

Please note that sales made using PopPay are considered final and are not eligible for a return unless otherwise expressly stated in the return policy of the Merchant who made the sale or in this User Agreement.

36. Closing Your Account

You may close your Account and terminate your relationship with us without cost, but you will remain liable for all obligations related to your Account even after the Account is closed. Any incomplete transactions must be completed or canceled before you may close your account. In certain cases, you may not close your Account, including:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If you owe amounts to us.
- If your PopPay account is subject to a hold, limitation, or reserve.



- If we are investigation your use of the Account for violations of the User Agreement, or other applicable agreements, including fraud and illegal activity.

37. Dormant Accounts

If you do not log in to your Account for six months or more, we may deactivate and close your Account.

38. Our Rights

a. Our suspension and termination rights

We, in our sole discretion, reserve the right to suspend or terminate this User Agreement, access to or use of the Site or any portion thereof, including our websites, software, systems (including any networks and servers used to provide any of the PopPay services) operated by us or on our behalf or some or all of the PopPay services for any reason and at any time upon notice to you.

b. Security interest

As security for the performance of your obligations under this User Agreement, you grant to us a lien on, and security interest in and to, money in your PopPay account and any other funds held in our possession.

c. Amounts owed to us

We may deduct amounts owed to us, in whole or in part, from money that is sent to your PopPay account later, either by you or from payments sent to you. While you owe amounts to us, we may:

- reverse payments you have sent;
- engage in collection and other efforts to recover such amounts from you, including, but not limited to, making attempts on your linked payment methods to cover the amounts; and
- place a limitation or take other action on your PopPay account as outlined under Restricted Activities and Holds.

If you have more than one PopPay Account, or if you also have a Merchant Account, even if you have those accounts without our authorization or in breach of this User Agreement, we may offset amounts owed to us in one Account (including a Merchant Account) against money in or money sent to your other Account(s) or Merchant Accounts. If you continue using your PopPay Account when you have amounts owed to us, you authorize us to combine amounts owed to us with any debit or transaction sent from your Account(s). In addition to the above, if you have a past due amount owed to us, including our affiliates, we may debit your PopPay Account or Merchant Account to pay any amounts that are past due. **IF YOU HAVE AMOUNTS PAST DUE, YOU SHOULD CONFIRM THAT YOUR PAYMENT METHODS CONTAIN FUNDS SUFFICIENT TO COVER ANY AMOUNTS PAST DUE. THIS WILL HELP YOU AVOID OVERDRAFT OR OTHER FEES YOUR FINANCIAL INSTITUTION MAY CHARGE.**

d. Insolvency proceedings



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

e. Assumption of rights

If we invalidate and reverse a payment that you made to a recipient (either at your initiative or otherwise), you agree that we assume your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in our discretion.

f. No waiver

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

39. Indemnity & Release

You hereby irrevocably agree to indemnify, release, defend and hold harmless Us, our Indemnified Parties, and our affiliates, officers, directors, partners, vendors, employees and contractors, from all damages, losses, demands, actions, suits, and similar claims (“Claims”), of whatsoever nature and whether known or unknown, arising out of or in relation to: a) a breach of these this User Agreement, our Acceptable Use Policy, or any other agreement with us that applies to you; b) your use of the Site, including PopPay; c) your use of the Third-Party Services; d) the termination or modification of your Account by us. If you are a California resident, you waive your rights under Section 1542 of the California Civil Code which stipulates that “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” If you are a resident of another jurisdiction, you waive any comparable statute, rule, doctrine, or law.

40. Disclaimer of Warranty

The Site and PopID services, including PopPay, are provided “as-is” and without any representation or warranty, whether express, implied or statutory. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

We do not have any control over the products or services provided by Merchants who accept PopPay as a payment method, and we cannot ensure that a PopPay user or a Merchant you are dealing with will actually complete the transaction or is authorized to do so. We do not guarantee continuous, uninterrupted, or secure access to any part of the Site or PopID services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the PopID services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. We will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing because the PopPay services are dependent



upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

41. Limitation of Liability, Time for Bringing Claims

Except as outlined in this User Agreement and to the maximum extent permitted by applicable law, PopID and its officers, directors, agents, and affiliates (collectively, the “Indemnified Parties”) make no representations, warranties or conditions, of any kind, whether express or implied, with respect to the Services including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. Furthermore, in no event shall PopID or its Indemnified Parties have any liability for unauthorized access to, or alteration, or theft of the PopPay Account or your Personal Information as a result of any circumstance beyond our reasonable control including, without limitation, accident, misuse, hacking, illegal acts, or acts of fraud. WE PROVIDE NO WARRANTIES NOR REPRESENTATIONS IN RELATION TO THE SERVICES, THE THIRD-PARTY SERVICES, OR ANY OTHER MATTER OUTLINED IN THESE TERMS. YOUR USE OF THE SERVICE AND THE THIRD-PARTY SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK. WE EXPRESSLY DISCLAIM ALL WARRANTIES OR REPRESENTATIONS, OF ANY KIND AND WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. In any event, if PopID or the Indemnified Parties are found liable to you, you shall only be entitled to recover actual and direct damages and in any event, such damages shall not exceed the amount of US \$100.00. In no event shall PopID or its Indemnified Parties have any liability for any incidental, indirect, special, exemplary, or consequential damages including, without limitation, loss of profit or revenue or use, or any punitive or exemplary damages arising out of or in relation to this Agreement, your use of the Site, including your PopPay Account, whether in contract, warranty, tort, product liability, strict liability, or other theory.

Further, each Party agrees that any Claim, regardless of any statute or law to the contrary, arising out of or brought in relation to the Account or the Site, must be filed within one (1) year after such Claim arises.

42. Governing Law

The Service shall be deemed solely based in California, and the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. You agree that the Services shall be deemed solely based in California. You agree, that except as expressly stated in the arbitration provision below, this User Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.



43. Individual Arbitration and Class Action Waiver

YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY DISPUTE, CLAIM, OR CONTROVERSY RELATING IN ANY WAY TO THE TERMS, YOUR USE OF THE SITE, YOUR ACCOUNT, THE SERVICES, OR PRODUCTS OR SERVICES SOLD, DISTRIBUTED, ISSUED, OR SERVICED BY OR THROUGH US—IRRESPECTIVE OF WHEN THAT DISPUTE, CLAIM, OR CONTROVERSY AROSE—WILL BE RESOLVED SOLELY BY BINDING, INDIVIDUAL ARBITRATION AS SET FORTH IN THE TERMS, RATHER THAN IN COURT. YOU AND WE THEREBY EACH AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT YOU AND WE MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL PROCEEDING. YOU AND WE AGREE THAT THE CLAIM OF ONE PARTY AGAINST THE OTHER PARTY CANNOT BE JOINED WITH CLAIMS OF ANY OTHER PERSON AGAINST THAT PARTY.

a. Exceptions. The arbitration agreement and class action waiver set forth in this section shall be subject to these limited exceptions:

- i. You may assert claims in small claims court if your claims apply.
- ii. You and we agree to submit to the personal jurisdiction of the federal and state courts located in Los Angeles County, California for any actions for which either of us retain 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 our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm.
- iii. In the event that the arbitration agreement in the Terms is for any reason held to be unenforceable, any litigation against us (except for small claims court actions) may be commenced only in a federal or state court located within Los Angeles County, California, and you and we each consent to the jurisdiction of those courts for such purposes.
- iv. You and we each retain the right to participate in class-wide (representative claims settlement of claims.
- v. Where the amount in dispute is within the jurisdiction of the small claims court, or when the aggregate costs for the administration of the entire arbitration, including the arbitrator's fee, exceeds, or is likely to exceed, the amount in controversy in the claim made by the claimant or any claim asserted by the respondent that arises out of the same transaction, facts and circumstances, you and we each retain the right to reject arbitration and proceed in Court.

b. Informal Dispute Resolution. You and we each recognize and agree that good faith, informal efforts to resolve disputes often result in prompt, low-cost, and mutually beneficial outcomes. Therefore, you and we each agree that, before either of us may commence an arbitration or assert a claim in small claims court, you and we will engage in the following informal dispute resolution process:



i. The party seeking to initiate a claim in arbitration or small claims court (“claimant”) must give written notice to the other party (“respondent”). To notify us that you intend to initiate informal dispute resolution, you must send an email to PopID, Inc. at disputes@popid.com, providing: your full name; the mobile telephone number associated with your Account; the email from which you will communicate regarding the claim, your counsel’s name and contact information, if you are represented by counsel; and a brief description of your claim(s) and the relief sought. To notify you that we intend to initiate informal dispute resolution, we will email you at the email address provided in the claim (or we will text to the phone number registered to your account if we do not have such an email), and provide a brief description of our claim(s) and the relief sought, and our counsel’s name and contact information.

ii. You and we will then personally meet and confer, via teleconference or videoconference, in a good faith effort to informally resolve any claim covered by this mutual arbitration agreement. If either you or us is represented by counsel, that counsel may participate in the informal dispute resolution conference.

iii. All offers, promises, conduct, and statements made in the course of the informal dispute resolution process by any party, its agents, employees, and attorneys are confidential and not admissible for any purpose in any subsequent proceeding, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the informal dispute resolution process.

iv. The informal dispute resolution conference shall occur within sixty (60) days of receipt of the written notice described above, unless an extension is mutually agreed upon by you and us. If, after participating in that conference, you and we have been unable to resolve the dispute, the claimant may commence an arbitration or assert a claim in small claims court in accordance with this arbitration agreement.

v. Any statute of limitations will be tolled while you and we engage in the informal dispute resolution process described in this section.

c. Governing Law; Interpretation, and Enforcement. The arbitration agreement in the Terms is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) (“FAA”), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver. State arbitration laws do not govern in any respect. Further, you and we each agree that the Terms evidence a transaction involving interstate commerce, and will be governed by and construed in accordance with federal law to the fullest extent possible.

d. Arbitration Generally; Relief Available. There is no judge or jury in arbitration, and court review of an arbitration award is limited pursuant to the FAA. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the Terms as a court would. For the avoidance of doubt, the arbitrator can award public injunctive relief if authorized by law and warranted by the individual claim(s).

e. Arbitration Proceedings and Rules. The following rules and procedures shall apply:

i. Any arbitration will be administered by New Era ADR in accordance with their Virtual Expedited Arbitration Rules and Procedures, as well as any applicable General Rules



and Procedures, except as modified by the Terms. New Era ADR's Virtual Expedited Arbitration Rules and Procedures and General Rules and Procedures are both available at www.neweraadr.com/rules-and-procedures/.

ii. The arbitrator shall be selected pursuant to New Era ADR's standard rank and strike process, as set forth in New Era ADR's General Rules and Procedures.

iii. To increase the efficiency of administration and resolution of arbitrations: in the event of a claim seeking equitable relief (including injunctive relief), the arbitrator shall bifurcate the proceeding and rule on liability first, before conducting any proceedings (including discovery) related to the appropriate relief.

iv. Unless applicable law provides otherwise, the arbitration proceeding and all records pertaining to it—including but not limited to any documents prepared or produced in connection with the arbitration proceeding, as well as the hearing and the arbitration award—will be confidential and will not be disclosed to any third party, except as necessary to obtain court confirmation of the arbitration award.

v. In the event that New Era ADR is unable to conduct the arbitration for any reason, the arbitration will be conducted by FairClaims pursuant to its FastTrack Rules & Procedures, and/or any applicable rules for consumer arbitrations, available at www.fairclaims.com. In the event that FairClaims is unable to conduct the arbitration for any reason, you and we will mutually select an alternative arbitration provider, and the arbitration will be conducted pursuant to that provider's applicable rules. If, pursuant to this paragraph, the arbitration is conducted by an arbitration provider other than New Era ADR, references to New Era ADR and its rules in the Terms shall be construed as references to that arbitration provider and its applicable rules.

f. Commencing an Arbitration. A party who has complied with the informal dispute resolution provisions described above, and who wishes to start arbitration, must submit a Demand for Arbitration and a copy of the Terms to New Era ADR at app.neweraadr.com, and must also give notice to the other party. If the notice is being sent to us, it must be emailed to PopID at disputes@popid.com. If the notice is being sent to you, it will be sent to the email address associated with your Account (if applicable) or via text or SMS message (or a link to a web address sent via text or SMS message), to the mobile telephone number registered with your Account.

g. Arbitration Fees and Costs.

i. **Individual use:** If you are an individual and used the Account exclusively for personal use (i.e. other than for business or commercial purposes), and you commence an arbitration in accordance with the Terms, you will be required to pay New Era ADR's \$300 filing fee. You will not be responsible for paying any other fees for the arbitration, other than the filing fee; all other fees or expenses charged by New Era ADR will be paid by us (unless the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose). Further, if New Era ADR determines that you are unable to pay any part of the filing fee, we will pay that part too. Further, if New Era ADR determines that you are unable to pay any part of the filing fee, we will pay that part too. And subsection (g)iii and (g)iv apply, but not subsection, g(ii).

ii. **Business/Commercial Use:** If you used the Account or the Service for business or commercial purposes, even if prohibited by this User Agreement, the claimant shall pay filing fees



and each party will pay 50% of all other fees or expenses charged by New Era ADR. And subsection (g)iii and (g)iv apply, but not subsection g(i).

iii. **For all uses:** In the event that the arbitration is conducted by a different arbitration provider in accordance with the Terms, payment of any filing, administration, or arbitrator fees shall be governed by this Section unless the provider refuses to enforce this section, in whole or in part, in which case, the payment of these fees and costs will be determined by that portion of the provider's rules.

iv. **For all uses:** You and we each agree that New Era ADR, FairClaims, JAMS, and any other arbitration provider selected pursuant to the Terms has discretion to modify the amount or timing of any fees due under any applicable rules or fee schedules, and further agree not to oppose any modifications to the timing or amount of any fees due—provided that such modifications do not increase the fees to either you or us.

h. **Attorneys' Fees.** You are responsible for your own attorneys' fees; we will not pay any attorneys' fees unless ordered to do so by the arbitrator. For the avoidance of doubt, in cases where a statute gives you the right to recover attorneys' fees if you prevail, the arbitrator may award attorneys' fees pursuant to that statute.

i. **Delegation; Interpretation.** The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable; however, with respect to whether the exception in section (a)(v) applies, or in the event of a dispute about which particular version of this Agreement you agreed to, a court will decide those two specific questions. This arbitration agreement is intended to be broadly interpreted and will survive termination of the Terms.

j. **Limited Right to Appeal.** As explained above, court review of the arbitrator's decision is limited pursuant to the FAA; however, the Terms provide a limited right to appeal the arbitrator's decision to a panel of JAMS arbitrators, as set forth in this sub-section. Specifically, in the event that the arbitrator awards injunctive relief against either you or us, the party against whom injunctive relief was awarded may—within 21 days of the arbitrator's final decision—appeal that decision to JAMS, in accordance with the following procedure:

i. Except as otherwise provided by the Terms, the appeal will be conducted pursuant to the JAMS Optional Arbitration Appeal Procedure, available at www.jamsadr.com.

ii. To commence an appeal, a party must submit the Demand for Arbitration Form available at www.jamsadr.com, and must also provide notice to the other party in the manner described above in this section.

iii. The JAMS appeal panel will consist of arbitrators who are either (a) retired state or federal judges or (b) licensed attorneys with at least 20 years of active litigation experience and substantial expertise in the substantive laws applicable to the subject matter of the dispute.

iv. The JAMS appeal panel will conduct a de novo review of the arbitrator's decision.

v. Except as provided in the FAA, there will be no right of appeal from the JAMS appeal panel's decision.



44. Modifications to the Site or Our Services

We reserve the right, in our sole and absolute discretion, to modify or discontinue, either temporarily or permanently, the Site including PopPay (or any part thereof including any Promotions, rewards, or Credits), for any reason, at any time, and without notice to you.

45. Future Changes to User Agreement

We reserve the right, in our sole and absolute discretion, to amend, revise, or modify these Terms from time to time by posting the updated Terms on our Site, without further notice. You should visit this page regularly to review the current terms. Your continued use of the Site will be deemed as irrevocable acceptance of any revisions.

To the maximum extent permitted by law, any changes we make will be effective immediately when we post a revised version of the User Agreement on the Site. The “Last Updated” date above will tell you when the Terms were last revised. By continuing to use the Site, your Account, or the Service after that date, you agree to the changes. If applicable law requires a longer period of time before any of the updated terms of the User Agreement become effective for you, than those terms will become effective after the minimum time required by applicable law and all other updated terms in the User Agreement (if any), will become effective immediately.

If you do not agree to the updated Terms, then you must immediately notify us in writing and immediately cease using your Account and the Service. The updated terms will still apply to you, your Account, and your use of the Service from the date of posting (except where prohibited by applicable law) to the date you cease using your Account and the Site, except to the extent applicable law provides for different dates for the effectiveness of updated terms, as explained above.

46. Entire Agreement

These Terms and the Privacy Policy constitute the entire agreement between you and us with respect to your use of the Site as a user (and not as a Merchant) and may only be amended by us, in accordance with the terms of this User Agreement. To the extent that the terms of this User Agreement differ from a prior version of the User Agreement which you previously agreed to, this version of the User Agreement supersedes and governs from the date of posting (except where prohibited by applicable law) to the date you cease using your Account and the Site, except to the extent applicable law provides for different dates for the effectiveness of updated terms, as explained above.

47. Severability and Waiver

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, then that provision is deemed severed from these Terms and you and us will remain bound by the remainder of the Terms.

In the event that the arbitration agreement above is found to be unenforceable, you and we agree to submit to the personal jurisdiction of the federal and state courts located in Los Angeles County, California for



any lawsuits between the you and us. You and we agree that Los Angeles County, California is the appropriate and exclusive venue for any litigation between you and us.

The failure by us to exercise or enforce any right or provision of this User Agreement shall not constitute a waiver of such right or provision.

48. Assignment

You may not assign this Agreement or any of your obligations under this User Agreement, in whole or in part, without our prior written consent. We may assign this User Agreement and any of our rights or obligations created hereunder, in whole or in part, at any time and without notice. Upon assignment, you release us from our obligations under the Unser Agreement, to the maximum extent permitted by applicable law.

49. Contact Us

To receive further information regarding PopPay and your use of the Site, please email us at support@popid.com. To the extent you have a question or complaint regarding the Site for which a procedure is not provided in these Terms, you can contact us by calling (626) 639-0559, writing to PopID, Inc., 6800 Owensmouth Avenue, Suite 350, Canoga Park, California 91303, sending an email to support@popid.com or sending a message to us using the Contact Us form on our website located at www.popid.com/pay#contact.

50. State Disclosures

In addition to reporting complaints about the PopID services directly to us as described above, if you are a California resident, you may also report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

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

51. Submitting Intellectual Property Complaints

We respect the intellectual property of others and require that PopPay Account holders comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on any of PopID's services, PopPay, or the Site, that is subject to intellectual property rights claims.

PopID will respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). If you believe your intellectual property rights have been infringed by content on the PopID or PopPay platform, you may request a removal of this content from our website by submitting this Infringement Report Form to support@popid.com or writing to:



PopID, Inc.
6800 Owensmouth Avenue, Suite 350
Canoga Park, California 91303

The aforementioned notice must be provided in accordance with the provisions of the DMCA. If you believe that content you posted on the site was removed, or access to it was disabled, by mistake or misidentification, you may file a counter-notification with us by submitting a written notification to the email or address above pursuant to the DMCA. We may terminate an infringer's access to PopID products or services in our sole discretion and we have a policy to terminate accounts of repeat infringers.