

## **iATM® WALLET TERMS OF USE**

### **iATM WALLET PREPAID TOKEN VAUCHER HOLDER AGREEMENT**

#### **TERMS AND CONDITIONS/DEFINITIONS FOR PREPAID VAUCHER TOKEN**

##### **IMPORTANT – PLEASE READ CAREFULLY**

This iATM Wallet Prepaid Token Voucher Agreement (“Agreement”) outlines the terms and conditions under which the Prepaid Token Voucher (“Voucher”) has been issued to you by iATM LLC. (“iATM”). iATM provides support, administration, and marketing services for the Prepaid Token Voucher. By accepting and using the iATM Wallet Token Voucher, you agree to be bound by the terms and conditions contained in this Agreement.

“iATM Wallet” means the records we maintain to account for the values associated with the Prepaid Token Voucher.

“iATM Wallet Account Number” means the 16-digit number used to identify your iATM Wallet Account.

“You” and “your” mean the person or persons who have received the Voucher and are authorized to use the Voucher as provided for in this Agreement.

“We,” “us,” and “our” mean iATM, our successors, affiliates, or assignees.

“Prepaid Token Voucher” means the medium electronic of payment for good and services paid for with your iATM Wallet.

You acknowledge and agree that the value available in the Voucher is limited to the funds that you have loaded onto the iATM Wallet Account or have been loaded onto the iATM Wallet Account on your behalf. There is no expiration date for your iATM Wallet. The iATM Wallet is strictly a closed loop prepaid access instrument. The iATM Wallet is not connected in any way to any other account you may have. The iATM Wallet is nontransferable and it may be canceled or revoked at any time without prior notice subject to applicable law. We reserve the right to refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down your iATM Wallet Number and the customer service phone number provided in this Agreement on a separate piece of paper. Keep this information in a safe place. Please read this Agreement carefully and keep it for future reference.

#### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW iATM WALLET ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who uses an iATM Wallet Account. What this means for you: When you open an iATM Wallet Account, we will ask for your name, and other information that will allow us to identify you, including but not limited to an approved form of U.S. Federally issued identification or State issued driver's license.

### Activating Your iATM Wallet

You do not need to activate your iATM Wallet Account before it can be used. You activate your iATM Wallet by use. You will need to provide personal information in order to verify your identity during each transaction.

### Personal Identification Number

You will not receive a Personal Identification Number ("PIN") with your iATM Wallet. You will receive a One-Time-Use ("OTP") PIN when you make your purchases.

### Authorized iATM Wallet Users

You are responsible for all authorized transactions initiated and fees incurred by use of your iATM Wallet. If you permit another person to have access to your iATM Wallet Number, we will assume that you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each iATM Wallet according to the terms and conditions of this Agreement.

### Your Representations and Warranties

By activating the iATM Wallet or by retaining, using or authorizing the use of the prepaid access vouchers, you represent and warrant to us that: (i) you are at least 21 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii); (iv) the personal information that you provide to us in connection with the iATM Wallet Account is true, correct and complete; (v) by use you accept a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the iATM Wallet.

### Loading Your iATM Wallet

You add funds to your iATM Wallet at the time of purchase, called "value loading or reloading", at any time. The minimum amount of the initial value load is \$10.00. There is a \$3.00 load fee for each value load transaction and you expressly agree to this load fee each time you value load or reload your iATM Wallet. The minimum amount of each value reload is \$10.00. There are no limits on the number of times you may value load your iATM Wallet. However, you may not value load more than \$500.00 per day. Please refer to the Usage Limits section for more information.

For purposes of the limits on value loading, your value loads are aggregated with any other purchases you have authorized, via your bank card load online or at an iATM Network Retailer. You will have access to your funds immediately after a cash load. You may find additional information on how to initiate a value load, where to load your Card and the timeframe for each loading method by visiting [www.iATMGroup.com](http://www.iATMGroup.com)

### Using Your iATM Wallet

The maximum amount that can be spent on your \$500.00 per day and the maximum value on the iATM Wallet can be found under the Usage Limits section.

Each time you use your iATM Wallet, you authorize us to settle the amount of the transaction for your purchase and any applicable load or other fees. You are not allowed to exceed the available amount in your iATM Wallet through an individual transaction or a series of transactions. You do not have the right to stop payment on any purchase or payment transaction originated by use of your iATM Wallet.

### Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your iATM Wallet, you agree to the refund policy of that merchant. iATM is not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with an iATM Wallet. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

### Transactions Made In Foreign Currencies

All transactions are performed in U.S. dollars backed Securitized Tokens; you are subject to the foreign exchange rate supported the merchant.

### Receipts

You should get an electronic receipt at the time you make a transaction using your iATM Wallet. You agree to retain, verify, and reconcile your transactions and receipts.

### Fees and Limitations

#### Monthly Transaction and Card Balance Limit

Card loading and redemptions at iATM network merchants are limited as follows:

1. \$500.00 per day
2. \$2000.00 per month

### Confidentiality

We may disclose information to third parties about your iATM Wallet or the transactions you make:

1. Where it is necessary for completing transactions.
2. In order to verify the existence and condition of your iATM Wallet for a third party, such as merchant.
3. In order to comply with government agency, court order, or other legal or administrative reporting requirements.
4. If you consent by giving us your written permission.
5. To our employees, auditors, affiliates, service providers, or attorneys as needed; or
6. Otherwise as necessary to fulfill our obligations under this Agreement.

#### Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your iATM Wallet on time or in the correct amount according to our Agreement with you, we will be liable for any reasonable, foreseeable and directly attributable losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of ours, you do not have enough funds available on your iATM Wallet to complete the transaction.
2. If a merchant refuses to accept your iATM Prepaid Access Token.
3. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction.
5. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
6. If we have reason to believe the requested transaction is unauthorized.
7. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
8. Any other exception stated in our Agreement with you.

#### Your Liability for Unauthorized Transfers

Contact us at once if you believe your iATM Wallet has been compromised and there is any unauthorized activity on your linked bankcard. Telephoning is the best way to minimize your

possible losses. If you believe that someone has transferred or may transfer money from your iATM Wallet Account without your permission, call us at 817-207-7075. Under iATM Wallet Operating Regulations, your liability for unauthorized transactions on your Card Account is limited if you are not grossly negligent or fraudulent in the handling of your iATM Wallet. This reduced liability applies if you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your iATM Wallet without your permission. If you do not notify us within two (2) business days after you learn of the unauthorized activity.

Also, if you become aware of and/or your online bank statement shows transactions that you did not make utilizing your iATM Wallet, notify us at once following the procedures stated in the paragraph labeled, "Information About Your Right to Dispute Errors." If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are negligent or fraudulent in the handling of your iATM Wallet. If your iATM Wallet has been compromised, we will close your iATM Wallet Account to minimize losses.

#### Other Miscellaneous Terms

The iATM Wallet and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the iATM Wallet is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Texas except to the extent governed by federal law.

#### Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. We may cancel or suspend your iATM Wallet or this Agreement at any time. You may cancel this Agreement at any time. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to cancellation.

**Information About Your Right to Dispute Errors** In case of errors or questions about your electronic transactions, call 817-207-7075. Attention: Disputes. If you think your bank statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You may report an error up to sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 817-207-7075.

You will need to provide the following information:

1. Customer name and iATM Wallet ID
2. Description of the error and dollar amount
3. Date of transaction in question

If you provide this information orally, we will require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your iATM Wallet within ten (10) business days for the amount you think is in error, so that you will have access to the funds during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your iATM Wallet.

We will disclose the results to you within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at 817-207-7075. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

#### English Language

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

#### Customer Service

For customer service or additional information regarding your iATM Wallet, please contact us at [info@iATMGroup.com](mailto:info@iATMGroup.com) or by calling customer care at 817-207-7075.

#### Telephone Monitoring and Recording

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) your iATM Wallet; iii) the iATM Wallets of any additional wallet holders designated by you; iv) your purchases made with the use of the iATM Wallet; v) your usage of the iATM Wallet; vi) the amount of funds in the iATM Wallet Accounts; vii) advertisements, promotions or oral or written statements related to the iATM Wallet, as well as goods or services purchased with the iATM Wallet; viii) the benefits and services related to the iATM Wallet; or ix) transaction on the iATM Wallet, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement

is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION,

NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: AAA, at 335 Madison Avenue, New York, NY 10017 or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

This arbitration provision shall survive: i) the termination of this Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your iATM Wallet, or any amounts owed on your iATM Wallets, to any other person or entity; or iv) expiration of the iATM Wallet. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. SAVE YOUR RECEIPT AND CALL US AT 817-207-7075 TO CANCEL YOUR iATM Wallet AND TO REQUEST A REFUND.

Effective Date

This Agreement is effective October 1, 2020