



AEROPAY MERCHANT TERMS OF SERVICE

These Aeropay Merchant Terms of Service, as may be amended from time to time (the “**Terms**”) are part of the Aeropay Merchant Agreement between you and Aero Payments, Inc. (“**Aeropay**”) and apply to your use of an Aeropay account (“**Account**”) and any Aeropay products and services that you access using an Account, including via websites, applications, or through any other means (the “**Aeropay Services**”). These Terms of Service have legal implications. It is important you read these Terms of Service and consult legal counsel as deemed appropriate by you at your own expense. Aeropay offers a payment software platform that allows users to send and receive money using a web browser. Fund transfers are performed by a financial institution with whom we have partnered (our “**Financial Institution Partner**”) based on instructions issued through the Aeropay software platform. Except as specifically set forth in these Terms, our Financial Institution Partner has no responsibility to perform the Aeropay Services or fulfill any obligations under these Terms.

It is important that you read and understand these Terms as they govern your use of the Aeropay Services. These Terms contain a binding arbitration provision, which affects your legal rights and may be enforced by the parties. By signing the Merchant Agreement and using the Aeropay Services, you accept and agree to be bound by these Terms and Service Fees until Aeropay sends you an updated Agreement. Any subsequent Agreement will become the “current” Agreement that you are bound by onwards from the signature date of that Agreement. These Terms may only be amended with the mutual written consent of both parties via a change order to this Agreement.

1) Using Aeropay.

- a) **Aeropay Provides a Software Platform.** The Aeropay software platform gives you the ability to send and receive electronic payments to other Aeropay users. All funds transfer services are provided by our Financial Institution Partner, as **Aeropay does not receive, hold, or transmit funds**. Aeropay provides the software platform that allows you to send fund transfer instructions to our Financial Institution Partner. Aeropay is not a Money Services Business (MSB), required to register with FinCEN, and is not engaged in the transmission of money, as defined by FinCEN and other State authorities. Regardless, Aeropay is dedicated to prohibiting and actively preventing money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities by observing requirements imposed on financial institutions under the Bank Secrecy Act (BSA) and its implementing regulations. Aeropay, moreover, identifies customers that wish to open accounts on our platform, performing diligence consistent with what is required of financial institutions. To that end, Aeropay collects certain information regarding its Clients and their operations pursuant to its internal procedures, policies, and programs. Your access to and use of the Services is subject to compliance with Aeropay’s compliance policies and programs.
- b) **Aeropay Accounts.** Aeropay offers Personal, Business and Non-profit accounts (each an “**Account**”). If you open a Business or Non-profit Account, you agree that you are not opening the Account primarily for personal, family, or household purposes.
- c) **Your Privacy.** Your privacy is very important to Aeropay and our Financial Institution Partner. When you register for an Account, you confirm that you have read and accepted the Aeropay Privacy Policy (<https://www.aeropay.com/privacy-policy>).
- d) **Accuracy of Information.** When you register for an Account, you may be required to provide information that will allow us to verify your identity, including but not limited to: a valid US physical address (not including P.O. Boxes or commercial mail receiving agencies), phone number, bank or credit union account information, a copy of your photo identification, business license, business information, your tax identification or social security number or other requested information. You agree to provide true and accurate information to Aeropay when you create your Account. You also agree to update this information to keep it true and accurate at all times and to respond to requests for

information Aeropay within seven (7) business days.

e) Authentication. You may be required to provide additional information or documentation to allow Aeropay to verify your identity and/or account information. Aeropay may also verify your information against third party sources that you have authorized to make such inquiries by signing this Agreement.

f) Password Security. You are responsible for keeping your Account login information, including your password, secure. If you share your Account credentials with another person, you are responsible for all activity that person conducts using your Account, regardless of whether or not you authorized the activity. Aeropay will not have access to your Account credentials.

g) Authorization to Debit your Linked Bank or Credit Union Account. If you link a bank or credit union account to your Account, the bank or credit union must be a state or federally chartered institution in the United States. When you make a payment that is funded by your bank or credit union account, you are authorizing Aeropay and our Financial Institution Partner to initiate an electronic transfer from your linked bank or credit union account up to the amount you specify, notified by an automated email. You are solely responsible for complying with any terms set by our Financial Institution Partner with respect to your bank or credit union account, including any fee terms, such as non-sufficient fund or overdraft fee terms. If you are entitled to a Reversal, partial refund, or other adjustment associated with a payment you made using the Aeropay Services, you also authorize Aeropay and our Financial Institution Partner to credit your linked bank or credit union account to complete that transaction.

h) Automated Clearing House (ACH) Clearing Times. If you link a bank or credit union account to your Account, you may receive payments to that bank or credit union account. While Aeropay endeavors to do same-day processing of payments, you acknowledge that ACH clearing times could take 24 to 36 hours. If transactions are processed on Friday, Saturday or Sunday, or a bank holiday then payments may take 36 to 72 hours to process.

i) Wholesale and B2B transactions. If your customer is another commercial business, the seller may wait until they have received the funds before fulfilling your purchase.

j) USA Patriot Act Notice. Important information about procedures for opening a new account under the USA PATRIOT Act of 2001: 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 opens an account. As such, when you open an Account, we will ask for your name, address, date of birth, and other information and/or documentation that will allow us to verify your business as legitimate. We may periodically, and without notice, ask you to confirm or update any applicable information.

k) No Endorsement of Products. Aeropay does not provide any endorsements for any individual or entity using the Aeropay system, nor any third party offers, goods or services featured on Aeropay websites. Information regarding third party offers, goods, and services is provided on Aeropay websites for informational purposes only, and may not be true, accurate, or reliable.

2) Consent to Receive Electronic Communications.

a) Communications. By opening an Account and using the Aeropay Services, you consent to receive all Communications from Aeropay electronically and you confirm that you can access, receive and retain such Communications. "Communications" means all communications, terms, disclosures, notices, documents and statements that Aeropay provides to you in connection with your Account and your use of the Aeropay Services.

Aeropay provides Communications to you by posting them on Aeropay.com or by emailing them to you at the email address associated with your Account.

- b) Notices to You.** A Communication will be considered to be received by you within 24 hours after the time we post it to our website or email it to you.
- c) Hardware and Software Requirements.** In order to access and retain Communications electronically, you need the following hardware and software:
 - (i) A computer, laptop, smartphone, or other device, that is Internet-enabled;
 - (ii) A valid email account associated with your Account;
 - (iii) A web browser which includes 128-bit encryption, such as current versions of Chrome, Internet Explorer, Firefox, or Safari, with cookies enabled; and
 - (iv) Data storage to save Communications electronically or an installed printer to print them.
- d) Keeping your Contact Information Updated.** You must keep your email address and cell phone number updated in order to receive Communications from Aeropay electronically. To update the email address associated with your Account, email your request to support@aeropay.com.
- e) Requesting Paper Copies.** You may request a paper copy of a Communication that we provided to you electronically by contacting us as set out in Section 2(g) (How to contact us regarding electronic Communications). We will send it to the mailing address on file for your Account. Aeropay may charge you a fee of \$5.00 for each paper copy of a Communication sent to you and you agree to pay the fee.
- f) Withdrawing Consent.** You may withdraw your consent to receive Communications electronically by contacting us as set out in Section 2(g). If you withdraw your consent, Aeropay may prohibit you from using the Aeropay Services and may close your Account.
- g) How to Contact us Regarding Electronic Communications.** If you have any questions regarding our policy on electronic Communications, please email us at support@aeropay.com.

3) Fees.

- a)** Please refer to the Aeropay Merchant Agreement for Aeropay's Service Fees.
- b) Merchant Fee.** You may charge your consumers a service fee that is no higher than Aeropay charges you ("Merchant Fee") based on your own terms and conditions with your consumers.
- c) Optional Consumer Penalty Fee.** If a payment that you are intended to receive is declined and/or never settled, Aeropay has the right to charge the consumer a penalty fee for the declined payment.

4) Transaction Limits.

- a) Account Monitoring Limit.** Aeropay monitors the transaction amounts of the payments from consumers to merchants and has the right to set limits on the transaction amounts and aggregate amounts, in its sole discretion. Any limits set would be based on observed irregular activity.
- b) Increased Limits.** In the event that you are subject to a limit, you may apply for an increase by contacting ops@aeropay.com. Approval is solely in Aeropay's discretion and may be reassessed and/or revoked at any time.

5) Merchant Conduct.

- a) State License Requirement.** Both Aeropay and its financial institution banking partners require that your business has and maintains all valid licenses to operate in your state and/or locality. During your Aeropay registration, you will be asked to provide a copy of your most current state license(s) allowing you to conduct business in the jurisdictions where you operate. Within 30 calendar days of your license expiration date, you must provide Aeropay with a valid license. If a copy of your license(s) is not provided within 30 calendar days of the previous license's expiration date, your Aeropay service will be interrupted until you provide a copy of your license(s).
- b) Restricted Activities.** You agree that in connection with your use of the Aeropay Services, you will follow all laws and regulations applicable to your business. In addition, you agree that you will not:
- (i) Breach these Terms or any other applicable terms or policies of Aeropay or our Financial Institution Partner that you have accepted;
 - (ii) Provide false or inaccurate information to Aeropay, including identity information.
 - (iii) Engage or attempt to engage in illegal or fraudulent activities;
 - (iv) Engage in transactions involving illegal goods as defined by the state and municipal laws and regulations in the location(s) where you operate, including but not limited to selling without a license, selling counterfeit goods, stolen goods, illegal or controlled substances (include Delta-8 where prohibited by state law), and substances that pose a risk to consumer safety (including synthetics, "potpourri not for human consumption," and other similar items);
 - (v) Engage in transactions involving illegal services, including but not limited to counterfeit services, illegal gambling, Ponzi and/or pyramid schemes, and money laundering;
 - (vi) Process debt collection services;
 - (vii) Engage in transactions involving escort services;
 - (vii) Engage in transactions involving the purchase and/or sale of lottery tickets;
 - (ix) Facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempt to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or Aeropay services;
 - (x) Recreate or in any way copy the services provided by Aeropay and/or the technology it uses;
 - (xi) Initiate transactions on behalf of others ("Nested Third-Party Senders").
 - (xii) Engage in the following activities without Aeropay's prior written consent: transactions related to online gambling, or activities regulated by FinCEN, including money services business activities and payday lending;
 - (xiii) Attempt to receive or actually receive duplicate compensation for a disputed payment from the recipient, Aeropay, and/or your bank or credit union;
 - (xiv) Violate any law, statute, ordinance, or regulation; and/or
 - (xv) Engage in activity that indicates, in the discretion of Aeropay or our Financial Institution Partner, that there may be a high level of risk associated with you, your Account, or any of your Account activity.

c) Restricted Categories

- (i) Countries, governments, entities and individuals subject to sanctions or included in any applicable internal lists;
- (ii) Customers engaged in the defense sector or the manufacture or production of arms, military equipment or weapons of mass destruction. This includes, but is not limited to: anti-personnel mines, chemical weapons, cluster munitions, military equipment or technology, nuclear weapons, military and dual-use equipment, internal repression equipment and security and police equipment;¹
- (iii) Anonymous or numbered accounts or Customers seeking to maintain an account in an obviously fictitious name;
- (iv) New bearer share issuance or issued bearer shares that have not been immobilized or are not with an approved custodian;
- (v) Customers whose identities are not known or cannot be verified;
- (vi) Customers and their related parties where there is a strong suspicion or direct evidence that criminal activity has taken place, where a criminal offense has been committed and charges have been brought or where there is a suspicion of terrorist financing;
- (vii) An entity that has no physical existence in the country in which it is incorporated and licensed, and which is unaffiliated with a regulated financial group and/or that is subjected to consolidated supervision, commonly called “shell banks” or “shell entities;”
- (vii) Unlicensed or unregistered Money Services Businesses – e.g., companies offering services involving money/currency exchange, money transfer, check cashing, and issuing or selling travelers cheques, money orders or stored value cards that meet the regulatory definition.
- (ix) Unlawful Internet Gaming Companies, their principals, and their payment processors and companies whose main source of revenue is derived from either the development of gambling software or hosting environments as defined in the Unlawful Internet Gambling Act of 2006 (UIGEA) and Prohibition of Funding of Unlawful Internet Gambling (“Regulation GG”);
- (x) Adult entertainment businesses, escort services and sexually oriented or pornographic products and services;
- (xi) Payday lenders, their owners and principals; and
- (xii) Missions, embassies and consulates.

¹ There may be instances dependent on the customer and/or nature of business that may require an analysis of the customer’s activity/operations in the defense sector and annual revenue and percentage of sales/revenue attributed to the above referenced defense sector activities. These should be escalated to the Financial Crime Compliance department at the Financial Institution Partner.

6) Merchant Liability.

- a) You understand and agree that Aeropay is not responsible for the goods or services that you sell using the Aeropay Services. You are responsible for, among other things, verifying your customers’ identity with appropriate state-endorsed identification, and likewise, verifying that your customers meet the state-mandated age requirement. You are responsible for, among other things, verifying your customers’ identity with appropriate state-endorsed identification, and likewise, verifying that your customers meet the state-mandated age requirement. Each consumer to whom you sell to is responsible for paying for the goods and services that you provide and you, as the merchant, are responsible for providing all customer service related to those goods and services. You release and hold harmless Aeropay and our officers, directors, agents, employees, and suppliers from all claims, demands, and damages of any kind arising out of any dispute you have with a customer.
- b) **Reversals (aka, Refunds) and Declined Payments.** Subject to subsection c below

below, you are responsible for all fees, fines, penalties, and other liability incurred by Aeropay, our Financial Institution Partner, other Aeropay users, or third parties (the “**Liabilities**”) arising from your breach of these Terms or your use of the Aeropay Services except to the extent such Liabilities arise from the breach, gross negligence or gross misconduct of Aeropay or such other parties. You agree to reimburse Aeropay, our Financial Institution Partner, other Aeropay users, or third parties for any and all such liability.

- c) **Declined Payments.** A Declined Payment is an ACH payment by a customer to a merchant that is later declined by the processing financial institution in whole or in part because the customer’s bank account was closed, had insufficient funds, or was frozen/restricted due to a dispute. Under these circumstances, Aeropay will typically seek to recover the Declined Payment from the customer; however, there are circumstances, such as customer dissatisfaction, merchant negligence, repeated declinations (indicating lack of reasonable monitoring), phishing attacks and fraud for which Aeropay may seek to recover all or part of the Declined Payment from you, the merchant. Prior to making a decision, Aeropay will conduct an inquiry to determine the cause of the Declined Payment(s) and will communicate its decision to you about recovery of the involved funds. If Aeropay determines that it should seek to recover the Declined Payment(s) from the customer, Aeropay will do so via debt collection methods for sixty (60) days (the “Collection Period”). You agree, by signing this Agreement, that you will reasonably assist in resolving customer debts as requested by Aeropay. If Aeropay is unsuccessful in its collection efforts, you may be billed on your monthly invoice for all or part of the outstanding Declined Payment(s) based, in part, on your Exposure Cap (defined below).
- d) **Exposure Acknowledgement.** Aeropay reserves the right to charge you for Declined Payment exposure that exceeds your monthly transaction fee gross amount associated with each of your individual Aeropay Merchant IDs. Declined payment exposure is calculated by the outstanding declined payment amount for a given month the subsequent month that the Collection Period (60 days) ends. Aeropay will perform attempts to resolve Declined Payment(s) and further reduce your outstanding Declined Payment amount for the duration of the Collection Period. Using one ID as an example with \$100 gross fee amount, \$150 declined amount, \$10 collected amount – where \$140 remains outstanding at the end of the Collection Period, that merchant ID can be charged \$40 (\$140-\$100).
- e) **Rewards.** Although Aeropay offers rewards programs whereby customers receive certain incentives to increase their adoption of Aeropay as a method of payment, Aeropay reserves the right, in its sole discretion, to refuse to honor rewards associated with Declined Payments, Reversals and any other conduct on your part or on the part of a customer that suggests that Aeropay’s reward program has been manipulated to provide rewards that have not actually been earned by the customer.

7) Actions Aeropay May Take. If Aeropay determines, in its sole discretion, that you may have breached these Terms, that you or your customer’s use of Aeropay’s platform presents risk or security concerns, or that you have acted negligently with respect to the use of Aeropay’s platform (e.g., failing to verify legal age), we may take action to protect Aeropay and our users, our Financial Institution Partner, or other third parties from liability. These actions, which Aeropay will communicate to you, may include, but are not limited to, the following:

- (i) Suspending your access to your Account and/or the Aeropay Services;
- (ii) Asking our Financial Institution Partner to place a hold on all or a portion of funds necessary to mitigate financial risk;
- (iii) Taking action to recover amounts that you owe;
- (iv) Closing your Account;
- (v) Contacting Aeropay users or third parties who have purchased goods or services from you, contacting your bank, and/or warning other Aeropay users, law enforcement, or other impacted third parties of your actions;
- (vi) Refusing to provide the Aeropay Services to you in the future; and
- (vii) Taking legal action against you.

7) Unauthorized Transactions and Error Resolution.

- a) Notify Aeropay of Account Errors.** Contact Aeropay immediately at support@aeripay.com if you think that: (a) your Account has been accessed without your authorization, (b) a transaction that you did not authorize has occurred, (c) a transaction has been processed incorrectly to or from your Account, or (d) your Account statement contains an error regarding your transaction history (each, an “Error”). If you give someone access to your Account and that person conducts transactions without your authorization, these transactions are not considered Errors, unless you are the victim of a phishing attack or similar exploit which you could not have reasonably avoided with reasonable precautions. We must hear from you within sixty (60) calendar days after being provided the Account statement on which the suspected Error first appeared.
- b) How to notify Aeropay.** When you notify us of the suspected Error, please provide:
- (i) Your name, Account number, and Transaction ID number,
 - (ii) The nature of the suspected Error and why you believe it is an Error, and
 - (iii) The dollar amount of the suspected Error.

If you notify us by phone, we may require that you send us your inquiry by email within ten (10) business days. We reserve the right to close the investigation without any further action if we do not receive the requested information within ten (10) business days.

- c) Investigation by Aeropay.** For existing accounts, we will determine whether an Error occurred within forty-five (45) business days after you notify us, and for new Accounts, we may take up to ninety (90) days to investigate. In either case, we will endeavor to correct any Error promptly. If we make a determination that a credit is owed, we will communicate this to you in writing and credit your Account within twenty (20) business days for the amount of the suspected Error.

8) Termination.

- a) By You.** You may stop using the Aeropay Services at any time. You may also close your Account at any time, as long as you have no pending transactions or open Disputes, by contacting us at support@aeripay.com.
- b) By Us.** We may close your Account or terminate your access to the Aeropay Services without liability, for any reason, upon notice to you. Reasons for termination may include, but are not limited to, your violation of these Terms or any other applicable terms or policies of Aeropay or our Financial Institution Partner, Account inactivity, or Aeropay’s assessment that you pose an unacceptable risk to the Aeropay network or business, based on our confidential risk and security criteria. Aeropay also reserves the right to modify or terminate the Aeropay Services at any time, for any reason.

9) Disputes with Aeropay.

- a) Binding Arbitration.** You and Aeropay (the “Parties”) agree that upon the election of either of the Parties, any past, present, or future dispute relating in any way to your Account, or any other past, present, or future relationship or transaction between the Parties, will be resolved by binding arbitration as discussed below, and not through litigation in any court. Such disputes are called “Claims” for purposes of this Section 11. This binding agreement to arbitrate applies regardless of whether the dispute is between you and us jointly or separately. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Any Claim, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Chicago, Illinois, unless otherwise agreed to by the parties, before one (1)

arbitrator who shall be selected by the parties in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "Rules"). The arbitrator shall follow the Rules and any applicable federal law and/or Illinois state law in rendering an award. The arbitrator will have the authority to award to a Party any damages or relief provided for under applicable law. No class actions or similar process, and no joinder or consolidation of any Claim with a Claim of any other person or entity, shall be allowable in arbitration. The arbitrator shall have no authority to entertain any Claim on behalf of a class or a group; nor will the arbitrator have the authority to make any award for the benefit of, or against, any person, or entity who is not a named party to the arbitration. In the event that there is a dispute about whether limiting arbitration to non-class proceedings, or to the named parties, is enforceable under applicable law, then that question shall be resolved by a court rather than by an arbitrator; and to the extent it is determined that resolution of a Claim must proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration. Each Party will be responsible for any other fees or costs, such as attorney fees that the Party may incur. If you consider that you are unable to afford any fees or costs that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith. **ARBITRATION WITH RESPECT TO A CLAIM IS FINAL AND BINDING TO THE FULLEST EXTENT PERMITTED BY LAW AND NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION THE PARTIES WILL NOT HAVE THE SAME RIGHTS THAT APPLY IN COURT, SUCH AS THE RIGHT TO A TRIAL BY JUDGE OR JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN PROCEEDINGS BROUGHT BY OTHERS SUCH AS CLASS ACTIONS OR SIMILAR PROCEEDINGS. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL MAY ALSO BE LIMITED OR ELIMINATED IN ARBITRATION. ALL OF THESE JUDICIAL RIGHTS ARE WAIVED WITH RESPECT TO CLAIMS THAT THE PARTIES ELECT TO ARBITRATE.**

10) General Terms Applicable to the Aeropay Merchant Agreement and These TOS.

a) Indemnification. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS AEROPAY, OUR FINANCIAL INSTITUTION PARTNER, AND OUR AND ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND SUPPLIERS FROM ANY THIRD PARTY CLAIMS, ACTIONS, PROCEEDINGS, AND SUITS AND RELATED LIABILITIES, DAMAGES, SETTLEMENTS, PENALTIES, FINES, COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER LITIGATION EXPENSES) (COLLECTIVELY "**CLAIMS AND LOSSES**") ARISING FROM: (A) YOUR VIOLATION OF THESE TERMS OR ANY OTHER APPLICABLE TERMS OR

POLICIES OF AEROPAY AND/OR OUR FINANCIAL INSTITUTION PARTNER; (B) YOUR USE OF THE AEROPAY SERVICES; OR (C) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; AND/OR (D) YOUR ACTUAL OR ALLEGED VIOLATION OF ANY THIRD PARTY RIGHTS, OR ANY APPLICABLE LAWS, REGULATIONS OR RULES.

b) Limitation of liability. IN NO EVENT SHALL AEROPAY, OUR FINANCIAL INSTITUTION PARTNER, OR ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES INCURRED IN CONNECTION WITH: (i) THESE TERMS, (ii) YOUR USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE AEROPAY SERVICES, OR (iii) ANY GOODS OR SERVICES PURCHASED, RECEIVED, OR PAID FOR USING THE AEROPAY SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, REGARDLESS OF WHETHER AEROPAY AND/OR OUR

FINANCIAL INSTITUTION PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AEROPAY OR OUR FINANCIAL INSTITUTION PARTNER'S LIABILITY AND THE LIABILITY OF OUR AND ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND SUPPLIERS EXCEED THE FEES AEROPAY HAS RECEIVED FROM YOU THROUGH YOUR USE OF THE AEROPAY SERVICES. AEROPAY AND OUR FINANCIAL INSTITUTION PARTNER SHALL NOT BE JOINTLY LIABLE FOR ANY MATTERS HEREUNDER. THIS LIMITATION OF LIABILITY SECTION SHALL APPLY TO FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

- c) No warranty.** THE AEROPAY SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. USE OF THE AEROPAY SERVICES IS AT YOUR OWN RISK. AEROPAY, OUR FINANCIAL INSTITUTION PARTNER, AND OUR AND ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER AEROPAY NOR OUR FINANCIAL INSTITUTION PARTNER HAS CONTROL OF, OR LIABILITY FOR, ANY PRODUCTS OR SERVICES THAT ARE PAID FOR USING THE AEROPAY SERVICES AND CANNOT ENSURE THAT ANY THIRD PARTY YOU TRANSACT WITH WILL COMPLETE THE TRANSACTION. NEITHER AEROPAY NOR OUR FINANCIAL INSTITUTION PARTNER REPRESENTS OR WARRANTS THAT THE AEROPAY SERVICES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AEROPAY OR THROUGH THE AEROPAY SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. NEITHER AEROPAY NOR OUR FINANCIAL INSTITUTION PARTNER SHALL BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS OR SYSTEM FAILURES THAT MAY AFFECT THE PROCESSING, COMPLETION, OR SETTLEMENT OF AEROPAY SERVICES TRANSACTIONS. THIS DISCLAIMER OF WARRANTY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.
- d) Force Majeure.** You understand and agree we will not be held responsible for any losses or damages resulting from suspension of service due to extraordinary events or circumstances beyond our control. In such an event, Aeropay may suspend the Aeropay Services and our Financial Institution Partner may suspend as well.
- e) Successor and Assigns/Assignment.** These Terms shall bind the parties to the Aeropay Merchant Agreement and Terms, as well as their successors. You shall not; however, transfer or assign any rights or obligations you have under these Terms without Aeropay's consent, which shall not be unreasonably withheld. Aeropay reserves the right to transfer or assign any rights or obligations under these Terms at any time.
- f) Applicable Law.** You agree that the laws of the State of Illinois, without regard to principles of conflict of laws, govern these Terms and any claim or dispute that has arisen or may arise between you and Aeropay and/or our Financial Institution Partner.
- g) Adherence to NACHA Rules, Federal/State/local Laws and Regulations:** You agree to adhere to all NACHA Operating Rules (<https://www.nacha.org/rules/operating-rules>), United States laws and regulations, including the provisions of Office of Foreign Asset Control (OFAC), and any applicable state or local laws, which may include Uniform Commercial Code or other payment related rules. You understand that Aeropay may periodically, and without notice, ask you to confirm your compliance with this Section 12(g).

h) Complete Agreement, No Waiver, and Survival. These Terms, along with the Aeropay Merchant Agreement, set forth the entire understanding between you and Aeropay with respect to the Aeropay Services. Any failure of Aeropay to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any provision of these Terms held to be invalid or unenforceable under applicable law shall be struck, and the remaining provisions will continue in full force and effect. Any other terms which by their nature should survive, will survive the termination of the Aeropay Merchant Agreement and these Terms.