



ONLINE ACCESS AND ESCROW AGREEMENT FOR TELECOMMUNICATIONS

In this Agreement, we use the terms “Company”, “us”, “our”, or “we” to refer to DealDefenders LLC, its subsidiaries and affiliates, including without limitation, the services offered by TelFinance LLC and TxtFinance LLC. We sometimes use the terms “You”, or “you” to refer to your company and its representatives and, we use “User” and “user” (in singular and plural) to refer to users of our Services including you.

In this Agreement, the term “Company Services” refers the online escrow and related financial services offered by the Company.

Please read this Agreement carefully. By registering with us or otherwise using Company Services you are agreeing to be bound by the terms of this Agreement. While you may be required to reaffirm your knowledge and consent to this Agreement when submitting a form as part of Company Services, your failure to reaffirm does not relieve you of your obligations under this Agreement.

DEALDEFENDERS LLC MAINTAINS SERVERS BASED IN THE UNITED STATES OF AMERICA. BY USING THE WEBSITES OR OTHER SERVICES OF DEALDEFENDERS LLC OR ITS SUBSIDIARIES (INCLUDING WITHOUT LIMITATION THE WEBSITES OR OTHER SERVICES OFFERED BY TELFINANCE LLC OR TXTFINANCE LLC) YOU SPECIFICALLY CONSENT TO THE STORAGE IN THE UNITED STATES OF AMERICA OF ALL DATA YOU PROVIDE TO US AND TO DATA WHICH IS OTHERWISE OBTAINED BY US CONCERNING YOUR COMPANY, OFFICERS AND EQUITY HOLDERS.

This Agreement covers, among other things:

- Our obligations to you.
- Qualifications of Users.
- Your obligations as a User of Company Services.
- How we send you notices and disclosures and your responsibilities upon receipt of notices, INCLUDING YOUR OBLIGATIONS TO STOP TRADING AND YOUR RISK OF LOSS UPON OUR TRANSMITTAL OF NOTICES IF YOU FAIL TO COMPLY WITH STOP TRADING NOTICES IN ACCORDANCE WITH SECTION 8(c) OF THIS AGREEMENT.
- Your waiver of the right to a trial by jury.
- Your waiver of class-action rights.
- Limitations on our liability to you.
- Your mutual agreement with us that the laws of the State of Delaware USA will control this Agreement, without regard to conflict-of-law rules and that you are subject to the in personam jurisdiction of the courts of and in the State of Delaware, USA.

DO NOT USE OR CONTINUE TO USE THE COMPANY SERVICES OR OTHER FACILITIES OPERATED BY THE COMPANY OR ITS AFFILIATES IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

1. GENERAL TERMS

- a) **Who May Use Company Services.** Company Services are intended for and may only be used by businesses. As used in this Agreement, the term “businesses” means business entities (including sole proprietorships) and quasi-governmental entities such as government controlled telecommunications companies. The term “businesses” does not include (a) individual consumers or (b) entities with which we are prohibited or restricted from transacting business under State or Federal law. We reserve the right to refuse to accept any person or entity as a user and the right to terminate the use of Company Services by any person or entity based on business, legal, risk, and other factors as determined in our sole and absolute discretion regardless of whether they have been Verified.
- b) **Other Matters Covered By And Documents Incorporated Into This Agreement.** In addition to Company Services, the following (collectively, “Included Agreements”) are also considered part of this Agreement: (a) General Terms of Use for our websites, (b) terms or instructions that appear on a screen when enrolling for, activating, accessing, or using any Company Service, (c) our rules, procedures and policies that apply to any or all Company Services or accounts, (d) the rules and regulations of any banks or financial institutions we use and any funds transfer system or payment system we use in connection with any Company Services, (e) State and federal laws and regulations, as applicable, and (f) any agreement or document incorporated into this Agreement by reference.

This Agreement and the Included Agreements, which are incorporated into this Agreement by this reference, control your use of Company Services and certain other services provided by or through the Company. Services that the Company provides or may provide in the future may be subject to additional terms, conditions or agreements. This Agreement and certain other documents, rules, and regulations referred to in this Agreement, govern (i) your use of the Services, (ii) your relationship with other Users and third parties using the Company Services and (iii) your relationship with the Company. This Agreement gives you certain rights and imposes certain obligations on you. Read this Agreement completely and carefully.

- c) **Use of Definitions.** For readability and clarity, we use certain defined terms in this Agreement. Terms which are not defined in the section where they are first used are defined in the last section of this Agreement titled “Definitions”.
- d) **Purpose and Function of Company Services.** The purpose of Company Services is to protect transactions between Users as buyers and sellers of goods and services (“User Contracts”) by assuring sellers that specified funds exist to pay for their goods or services and assuring buyers that funds will be paid to sellers only if the sellers actually deliver the goods or services for which payment is intended.
- e) **Prohibited Funding Purposes.** You will not, and you will not knowingly assist or allow any other person or entity to use Company Services or any other service we provide to engage in money laundering or financing terrorism or otherwise act in violation of the Money

Laundering Control Act of 1986, the Bank Secrecy Act of 1970, or the USA Patriot Act or any related regulations.

f) **Pricing.** Pricing for current the Company products and services is available from the Company and may be listed on the Company website or elsewhere, as appropriate. We may post pricing for future products and services on websites devoted to those products or services.

2. ACCOUNTS

- a) **Nature of User Accounts.** The Company creates an electronic account (“User Account”) on our systems in the name of each User for each currency available to the User. All User funds are maintained in one or more pooled accounts (designated for the benefit of customers) based on the currency and the particular Company Service used by the User. User Accounts do not bear interest. The pooled accounts are separate from the accounts that hold our operating funds.
- i. Funds in User Accounts which are part of your Net Free Balance (generally, unencumbered funds – see the definition in the last section of this Agreement) can be used solely to fund Escrows to secure payment of amounts to become due under User Contracts or withdrawn to your own bank account.
 - ii. You can deposit funds in your User Account by delivering the funds via properly addressed wire transfers to the Company. Your User Account can also be increased by Escrow payments made to you as a seller, as well as Company adjusting credits. Your User Account can be decreased by invoice payments where you are the buyer, User withdrawals, fees and Company adjusting debits. The circumstances described in this paragraph are by way of example and are not exclusive.
 - iii. Funds wired into your account shall be dedicated to one or more Escrows within a reasonable period of time as determined by the Company in its sole discretion. The Company may return unused funds retained in your User Account, less applicable Obligations, to the source of the unused funds in such manner as the Company deems appropriate. No portion of Net Free Funds wired into your Account shall be wired directly to any third party, whether or not the third party is a User. In the event you use your account primarily as a payment system, as opposed to an escrow system, we may, in our sole and absolute discretion, charge your Account in an amount equal to our then standard escrow fee rate multiplied by the aggregate amount of all wires into your account less the sum of your Account balance plus invoices paid.
 - iv. United States dollars (“\$USD”) pooled Accounts shall be held in one or more USA banks or investments deemed permitted investments under Delaware law.
 - v. Funds in currencies other than \$USD are maintained in pooled accounts maintained in USA and overseas financial institutions, including financial institutions designated by our depository banks and with which our depository banks have contractual arrangements. If you maintain a User Account in the currency in which you receive a

payment, we will credit all payments received in that currency to your balance. If you receive a payment in a currency for which you do not have a User Account, the payment may be converted by us at our sole discretion at the then current rate charged by the depository banks and deposited in your User Account in a currency in which you do have an User Account. Our then standard administrative fee for conversions will apply. If you send a wire to a depository bank in a currency for which we do not maintain an account, the respective depository bank may, at its discretion, reject the wire or convert the wired funds at the then current rate charged by the depository bank. The terms of this section do not apply to that portion of any User Account that represents Obligations due to the Company, which the Company may maintain and use in any currency in its sole and absolute discretion.

vi. In certain circumstances and subject to applicable law, the Company in its sole discretion may permit or cause payments to be made directly from your User Account if the User Account is subject to a lockbox or similar agreement satisfactory to the Company in its sole discretion and the funds are received into your User Account from an Escrow in which you are the seller.

b) **Clearance of Funds.** Funds are deemed received by the Company and credited to User Accounts when the funds have cleared in the accounts maintained by us and are not subject to reversals, charge-backs, claims, obligations, recalls, stop orders, or cancellations.

c) **Balances Not Required in All Circumstances.** You do not need to maintain a balance in your User Accounts in order to receive payments. You do not need to maintain a balance in your User Accounts if you are the seller. We may, but are not required to permit you to initiate an Escrow as a buyer even if you do not have sufficient funds in your User Accounts or if you have funds in your User Accounts, but the funds are not in the appropriate currency. However, an Escrow will be designated as “unfunded” and will not be effective unless and until you have funded the Escrow.

3. USER CONTRACTS

User Contracts are agreements between Users for the sale and purchase of telecommunications services, including call termination agreements. You may only create an Escrow to secure a User Contract and for no other purpose. The basic terms of User Contracts must be entered into the Company portal on which the Escrow is created. You may, but are not required to upload into a Company portal additional terms and conditions agreed by and between the Users to the User Agreement. The Company is not a party to any User Agreement.

4. ESCROWS

a) **Unencumbered Funds.** Net Free Funds in User Accounts can be used to fund Escrows to secure payment of amounts to become due under User Contracts.

b) **Disputed Invoices and Payments.** In the event an invoice or request for payment issued in connection with an Escrow is disputed by a User and the terms of the Escrow do not provide otherwise, the Company will place a hold on the disputed funds. At the request of

the parties, the Company may arbitrate the dispute. Any such arbitration shall be at the rates and subject to the Company's then current arbitration terms. We will release disputed funds:

- i. In the manner determined by the buyer and seller in the relevant Escrow;
- ii. In the event a party to the dispute fails to timely and fully communicate or otherwise participate in the resolution of the dispute as required by the terms of this Agreement or the Included Agreements, or otherwise violates or is in default of the terms of this Agreement or the Included Agreements, to the communicating or non-defaulting party, in our sole discretion;
- iii. In accordance with the findings of any arbitration or reconciliation entered into by the parties or imposed on the parties, including an arbitration conducted by the Company;
- iv. In whole or part as we may determine if, in our reasonable opinion, the dispute is without reasonable basis or relates to offsets, claims or disputes unrelated to the Escrow. Disputes in respect of an invoice must be submitted prior to approval of the invoice and no later than the earlier of (A) the close of business on the fifth business day following issuance of the invoice and (B) the date and time at which payment is due under the terms of the Escrow.

5. PROJECT FUNDS, FUND MOVEMENTS AND MULTI-CURRENCY MATTERS

- a) **Fund Withdrawal.** If you maintain fund balances in your Accounts, you may withdraw your Net Free Funds from your Accounts at any time. In order for us to deliver funds to you, you must have completed your profile on Company Services. Your profile must include the name of your bank (or other appropriate financial institution) and other required account and company information. In the event the Company determines in its sole discretion that the frequency or amount of funds you wire into your account that are returned to your account are excessive, your User Account may be suspended, terminated, or otherwise restricted and you shall be responsible for any Obligations we incur as a direct or indirect result of your actions, including without limitations reasonable attorney fees, shall become Company Obligations.
- b) **Issuance of Invoices.** If you are a seller in a User Contract, you should issue invoices within three business days of the end of each billing cycle contained in the Escrow terms.
- c) **Movement of Multi-Currency Funds.** If you send funds to your Accounts or receive funds from your Accounts and the transmission or receipt of funds includes a currency exchange, the funds will be exchanged by the Company's primary depository banks or other financial institution or foreign exchange service (collectively, "Forex Banks") at the exchange rate in effect at the Forex Banks at the time of the exchange plus any bank upcharge or spread. We may charge a fixed administrative fee in connection with your exchange. We do not charge a spread or variable fee for currency exchanges. The currency exchange rates charged by the Forex Banks are determined solely by the Forex Banks and fluctuate based on the currency exchange markets. The Company does not

make any representation as to the rate of exchange charged by the Forex Banks for any currency at any time. The Company may, in its discretion, refuse to allow any withdrawal or currency conversion where the Net Free Funds in any Account is less than the amount sought to be withdrawn or converted notwithstanding the existence of other funded Accounts.

- d) **Certain Risks and Limits of Multiple Currencies.** You are responsible for all risks associated with maintaining balances in multiple currencies and converting or exchanging between and among different currencies. The Company does not permit currency transactions that include margin transactions, forward contracts or similar transactions.
- e) **Inconsistency of Name and Number.** When you request the transmission of funds to you, we will transfer the funds using the account information provided by you on our system. If any direction from you or your authorized persons describes a financial institution or account inconsistently by name, account number, identifier, intermediary information, or otherwise, the Company may, but shall not be required to rely upon the banking information contained in your User profile as the proper identification of the financial institution and account. The Company will not be responsible for any delay or loss of funds and you will be responsible to the Company for all bank fees and Obligations then normally charged by or to the Company for tracing, reversing or correcting any transmission or transfer, including any Chargeback, return, reversal, and other transaction fee. You are responsible, and the Company shall have no liability for funds that are lost or delay due to the provision incorrect wiring instructions provided by you or on your behalf.
- f) **Refused Transactions.** When you send money, the recipient is not required to accept it. You agree that you will pay (and will indemnify us for) any fees, expenses and damages resulting from a recipient's decision not to accept any payment. The Company is not obligated to accept any wire.
- g) **Termination and Reduction of Escrow -Release of Unused Escrow Funds.** The Buyer or Seller in an Escrow can request that the Escrow be reduced or terminated by using the appropriate functions on the respective online portal. A request by the seller is honored without consent of the buyer. A request by the buyer is subject to consent of the seller, provided that if the seller fails to respond to the request for a minimum of five business days, the Company may, in its discretion, permit the respective reduction or termination. All rights of the seller against the Company in respect of the funds released from the escrow cease immediately upon the reduction or termination. If you have dedicated funds to an Escrow and that Escrow is reduced or terminated, the funds will be released to your User Account. The funds must be used to fund an Escrow, withdrawn to your profile bank account, or otherwise used solely in accordance with the terms of this Agreement.
- h) **Additional Company Rights in Disputes.** All payments and distributions are subject to (a) the Company's right to place the disputed amount into a court of competent jurisdiction or to release the funds in accordance with an order or decision of a court of competent jurisdiction and (b) the Company's rights of offset against the disputed amount. The

Company may act in accordance with writing directions from all parties to the Escrow to which the dispute relates and shall have no liability for acting in accordance with such written directions.

- i) **Release in Case of Disputes.** If you have a dispute with one or more Users, you release the Company (and our officers, directors, agents, joint venturers and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You specifically waive and disclaim any and all rights under each law, regulation or decision that states or otherwise stands for the general proposition that a general release does not extend to claims which a party does not know or suspect to exist in its favor at the time of executing the release, which if not known by it would, might or must materially affected its settlement with another party.
- j) **Order of Payments.** In the event the funds in your Account are insufficient to pay the full amount of all Obligations, we may terminate your current Escrows. You will promptly provide payment for any and all shortfalls, which obligation to pay is absolute and shall continue following the termination of this Agreement.
- k) **Transaction and Account Limits.** We may, at our discretion, impose minimum or maximum limits on the frequency and amounts of payments, conversions, balances, and transfers to, in or from Company Services and your Accounts. You may only withdraw funds up to the amount of your Net Free Balance.
- l) **Escheatment of Dormant Funds.** If you do not log in to Company Services for two or more years, the Company may close your Accounts and send the Net Free Balance to your primary address. If the Company does not close your Accounts and the Accounts remain dormant, or if the Company does close your Accounts but your primary address is incorrect, the Company may be required to escheat the balance your balance to your state of residency. The Company will determine your residency based on the state or country listed in your primary address. If your address is unknown or registered as a foreign country, your funds will be escheated to the State of Delaware or as otherwise required by law. Where applicable, the Company will send you a notice prior to escheating or closing your account. If you fail to respond to this notice, your Balance will be escheated to the state. If you would like to claim your funds from the state, please contact your state's Unclaimed Property Administrator.

6. SOFTWARE LICENSE

Limited License. If you use any mobile application or other software application provided by us for your use, we and our licensors grant you a limited nonexclusive license to use the software (including all updates, upgrades, new versions and replacement software) in accordance with the Included Agreements for your personal use only. You may not rent, lease or otherwise transfer your rights in any software to a third party. You must comply with the implementation and use requirements contained in all the Included Agreements related to the software. If you do not comply with the Company's implementation and use requirements you will be liable for all resulting damages suffered by you, the Company and third parties. You agree not to alter,

reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to the Company's software are owned by the Company.

7. OUR STATUS, VERIFICATION AND CERTAIN RIGHTS

- a) **The Company is an Independent Contractor - Not Advisor or Fiduciary.** The Company provides transaction clearinghouse, protection, and escrow services and may provide other services in the future. The Company is an independent entity and we are not and will not be your financial advisor or fiduciary with respect to any funds maintained by us or otherwise, except to the extent that we are deemed under the laws of the State of Delaware or of the Federal laws of the United States of America to be acting as your agent and then solely with respect to the deposit and custody of User funds.
- b) **The Company Does Not Provide Legal Advice.** The Company is not a law firm and does not provide legal advice. From time to time the Company may make forms of contracts, terms and conditions and other documentation ("Form Documents") available as part of Company Services or elsewhere. Any Form Documents are provided for your convenience, without any representation or warranty by the Company and should be reviewed by your legal counsel before use. By your use of any Form Documents, you specifically acknowledge and agree that you release and will indemnify and hold the Company and its affiliates harmless from any claims arising out of your use of the Form Documents, including without limitation the completeness and enforceability of the Form Documents in any jurisdiction.
- c) **The Company Not a Guarantor of Performance.** The Company operates escrow payment, service, and clearinghouse systems. The Company is not a seller or buyer of the services or products underlying any Escrow. The Company does not control any transaction between or among one or more Users and is not a party to your purchase and sale transaction with any other User. We do not guarantee the identity of any User. We cannot control and we do not guarantee the availability, quality, consistency, legality or performance of any service or product offered by any User. We have no control over and do not provide any guarantee as to the truth or accuracy of any statement, omission, representation or warranty of any User. We cannot and do not provide any assurance as to the legality or tax effect of any services in the countries or jurisdictions in which the services are provided, used, originated, or terminated, nor do we provide any assurance as to the licensure of or regulatory compliance by any User.
- d) **The Company Not a Guarantor of Payment.** Company Services provide assurance that funds which are deposited into an escrow with the Company, less applicable Obligations, will be available to pay valid invoices and to make other payments agreed upon by Users in accordance with this Agreement and the Included Agreements. The Company is not a guarantor or surety of the full or partial payment for services, products or other obligations among or between Users.

- e) **Seller Responsible for Quantity of Minutes/Services.** We do not control the number of minutes terminated or the extent of services used in connection with an Escrow. It is the seller's obligation to assure that the value of minutes or services used does not exceed the amount of funds dedicated to an Escrow by the buyer, less all the Company Obligations due from the buyer or seller.
- f) **No Warranty for Third Party Information.** From time to time the Company may provide or allow access to foreign exchange rates, financial market data, quotes, news, research, and other financial information developed by third parties (collectively, "Third Party Information"). The posting of any Third Party Information or any other information or data on the Company websites does not constitute an endorsement by the Company, nor does it constitute a recommendation by the Company that any particular service, transaction or investment is suitable or appropriate for you or that you should receive or in any way use any service or product. the Company does not guarantee the accuracy, completeness, timeliness or correct sequencing of any Third Party Information, nor is it in any way responsible for the actions or omissions of the third parties developing or transmitting Third Party Information or for any decision made or action taken by you in reliance on any Third Party Information.
- g) **No Endorsement of Independent Providers.** Companies other than The Company may offer services or products through or from our web portal, whether through a link, bulletin board, forum, submission form, exchange, or otherwise ("Independent Providers"). Independent Providers are independent of the Company. We do not exercise control over Independent Providers. We do not review the advertisements, products or services offered by Independent Providers. The inclusion of information regarding Independent Providers on our website does not constitute an endorsement or warranty of any Independent Providers or its products or services.
- h) **Taxes and Regulatory Compliance.** It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction. You are responsible for complying with all laws, rules and regulations of the countries, states, regions and other entities having jurisdiction over you, your assets and your operations. These laws, rules and regulations include, without limitation, those which relate to the receipt, transmission, conversion and maintenance of funds and the conversion of currencies. If a payer withholds taxes or governmental assessments from amounts otherwise payable to a payee, the payee shall be responsible for determining the validity of the withhold and for any dispute or challenge thereof.
- i) **Authorization to Credit and Debit Accounts.** You authorize and instruct the Company to charge your Account to pay any Escrow Obligation that arises in connection with and pursuant to the terms of each Escrow and to deduct any Company Obligations that are

submitted or assessed in compliance with this Agreement or the Included Agreements, including those that arise in connection with the Escrow.

- j) **Source of Funds for Fee Payment.** Subject to, and not in lieu of the provisions of the preceding section entitled “Authorization To Credit and Debit Accounts”, fees payable by a buyer in connection with an Escrow shall be paid first from buyer funds held by the Company which are not dedicated to the payment of Escrow Obligations and second from buyer funds dedicated to the payment of Escrow Obligations. Seller fees will be deducted from the escrowed amount payable to the seller, if any. If fees and all other Obligations of seller payable to the Company are greater than amounts due the seller under the terms of any Escrow, the Company will deduct amounts payable to it from any or all other funds of seller held by us.
- k) **Right of Setoff & Security Interest.** You grant the Company a right of setoff against all funds received from you or held by the Company for you or on your behalf for the Company Obligations. In addition to our general right of Setoff, in the event you have outstanding Company Obligations in any currency (a) if you have insufficient funds in that currency to pay outstanding Obligations, we may deduct payment from your other currency Accounts and you will be liable for any exchange fees and other Obligations arising out of the conversion of currencies and (b) we may deduct payment from new funds that you deliver to us even though you may designate those funds for other uses or purposes and from other Accounts controlled by you or your affiliates. To secure your performance of this Agreement, you grant to the Company a lien on and security interest in your Accounts.
- l) **Intellectual Property.** “DealDefenders”, “TelFinance”, “TxtFinance, and all related logos, products and services used or described on our website are either copyrighted, trademarks or registered trademarks of the Company or its licensors. You may not copy, imitate or use them without the Company's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of the Company. You may not copy, imitate, or use them without our prior written consent. You may use any HTML logos that we provide to you as links to one or more of our sites for the purpose of directing web traffic to the Company. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to the Company or Company Services or display them in any manner that implies the Company's sponsorship or endorsement.
- m) **Eligibility Authentication.** You authorize us to make any inquiries we consider necessary or appropriate to validate your identity and your initial and continuing eligibility to use our services. This may include asking you or third parties (including without limitation governmental entities, third parties, and background/investigative services) for further information or documentation, requiring you to take steps to confirm the existence, status and ownership of the business entity, confirming ownership of any email address or account and providing additional financial information or instruments, ordering reports and verifying your Information against third party databases, or through other sources.

- n) **Audit and Transaction Review.** The Company reserves the right to conduct continuous or random audits of minute volumes, pricing and other factors which may be used to calculate Company Services charges or otherwise.
- i. You agree to provide such documentation as the Company may reasonably require for the purpose of its audit and grant the Company the right to withhold any questioned funds pending completion of an internal or external audit. In the event the Company reasonably determines that the information provided by a User in respect of any Escrow or other matter is incorrect, the Company shall be entitled to set-off the amount of any shortfall from the User's Account. The Company may install automated audit systems as part of Company Services.
 - ii. These audit systems may automatically adjust the Company charges. In the event you believe an audit correction is inaccurate, you have the right to appeal to the Company by advising the Company of the dispute in writing and providing supporting documentation. The Company's decision with respect to any appeal shall be final. If we determine that a transaction may be subject to risk as a result of fraud or other facts or circumstances, we may, but are not obligated to place a hold on the respective transaction or accounts, including a hold on all fund transfers pending resolution. In the event of a hold, We will provide notices to each party to the Escrow or other transaction.

8. CERTAIN USER MATTERS, NOTICES, OBLIGATIONS AND WAIVERS

- a) **Privacy of Others.** Information you receive from or about the Company, or other Users through Company Services, including operational, identifying, product, network, service, pricing, volume and other information (collectively "Confidential Information") is the property of the Company and the party from which the Confidential Information originated (the "Source"). You must keep the Confidential Information confidential and only use it in connection with the Escrow pursuant to which the Confidential Information was disclosed by the Source. You may not disclose or distribute Confidential Information to any third party nor use the Confidential Information for any purpose unless you receive the Sources' express prior written consent to do so. The provisions of this section are in addition to the terms of any other Non-Disclosure Agreement or other agreement you may have with the Company or any other Source. The Company may, but is not required to enforce the provisions of this section at its sole discretion. Information regarding the identity of parties to Escrows and the terms of specific Escrows will not be disclosed by the Company to third parties except (i) in the aggregate in a manner that does not permit the personal identification of individual Users or Escrows, (ii) to the extent necessary to prevent fraud on the Company or any User or a crime, (iii) to the extent the Company deems it necessary to resolve any dispute concerning an Escrow it may release documentation containing personally identifiable information, or (iv) in order to comply with a subpoena issued by a court of competent jurisdiction.
- b) **Operations Notices to You.** You agree that the Company may provide notice to you by posting it on our website, emailing it to the email address listed in your User profile, via

SMS to the mobile number in your User profile, mailing or using courier services to deliver it to the street address listed in your Company Services profile or via facsimile to the facsimile telephone number listed in your User profile. Unless receipt of notice is confirmed by you or alternate means earlier, notice from us shall be deemed to be received by you (a) one Business Day after it is faxed, (b) immediately when emailed to you or sent via Short Messaging Service/text messaging service (SMS) or telephone, (c) one calendar day after it is posted on our website, (d) three Business Days when sent via regular mail, and (e) upon delivery as confirmed by the courier service or messenger if sent via courier service or personally delivered.

c) Stop Trading Notices. In the event we determine to prevent charges against one or more escrows or by one or more Users or if we otherwise determine to block access to Company Services for one or more Users, we will notify you via email and SMS (collectively “Stop Trading Notices” and each individually a “Stop Trading Notice”). We may, in our discretion, use reasonable efforts to contact you through other methods, including, but not limited to your dashboard and voice call. Stop Trading Notices may be sent in the event we suspect fraud, criminal activity, regulatory violations, or if we receive judicial or governmental orders or inquiries, or for other reasons as may be determined in our sole and absolute discretion. STOP TRADING NOTICES ARE EFFECTIVE IMMEDIATELY. IF YOU RUN CALL TRAFFIC OR OTHERWISE CONDUCT ANY ACTIVITY FOR WHICH YOU COULD OTHERWISE OBTAIN PAYMENT FROM US (WHETHER OR NOT BY A CHARGE AGAINST AN ESCROW) AFTER THE ISSUANCE OF A STOP NOTICE, WE WILL NOT BE LIABLE FOR PAYMENT OR OTHER RELEASE OF FUNDS HELD BY US.

d) Obligation to Read & Respond to Certain Communications Not Related to Stop Trading Notices - Waiver of Rights in Certain Circumstances. You agree to check your dashboard for messages no less frequently than twice daily at any time and from time to time when you have any open Escrow or dispute, or are otherwise using any service or product offered by the Company or any User, or have any outstanding Obligation to the Company. If a message or other communication requires a response from you, you agree that you will respond to the communication appropriately in a timely manner. For purposes of this section, "a timely manner" means not more than two Business Days following receipt of the communication. If you fail to respond to communications in a timely manner, you may be deemed to have accepted the terms, conditions, invoicing, pricing or other matters set forth in the communication or to have waived your claim to any dispute which is the subject of the communication. Likewise, if you fail to respond in a reasonable and timely manner to any correspondence related to a Dispute, you may be deemed to have waived your claims to the disputed amount to which the correspondence relates. The obligations in this section are in addition to, and not in lieu of your obligations with respect to Stop Trading Notices.

e) Exemptions and Waivers Personal. From time to time the Company may, in its sole discretion, provide additional services to one or more Users at prices and on terms acceptable to the Company or apply individual discounts to specific Users or Escrows

based on User volume or other considerations (collectively, "User Exemptions"). The grant of a User Exemption is personal to the User(s) or Escrows(s) to which it is granted and (a) is subject to the specific terms of the User Exemption as determined by the Company in its sole discretion, (b) does not entitle any similarly situated User or Escrow to a similar User Exemption, and (c) does not entitle any User to a future User Exemption. User Exemptions may be terminated by the Company at any time. Pricing for services or products provided by other Users are determined by those Users. The Company is not responsible for any User prices or terms displayed on or through the Company website, including Company Services.

- f) **CDR Risks.** When you issue an invoice or have a dispute, we provide you with the option of providing call data records ("CDRs") to the User from whom you are buying minutes or other services or to whom you are selling minutes or other services. In most cases, you are providing those CDRs directly to the other party to your transaction. **We strongly advise you to 'scrub' your CDRs before you upload them. This means that you should remove all IP addresses, designators, names, and other information which would allow the other party to identify your other customers, other suppliers or network elements. If you fail to properly scrub your CDRs, you may enable the other party to gain access to information which would allow them to contact your customers or suppliers directly or otherwise gain access to your confidential business information or security methodology.** The Company shall have no liability to you for any damages that may arise as a result of the disclosure of your CDRs. CDRs which you disclose directly to third parties, such as CDR reconciliation companies, may be subject to different terms and conditions.
- g) **Risk of Reversals, Charge-backs and Claims.** When you receive a credit, withdrawal or payment (collectively and individually a "Fund Transaction"), you are liable to the Company for the full amount of the Fund Transaction plus any Obligations attributable to or arising out of any dispute, appeal, reversal, Charge-back or cancellation if the Fund Transaction is later invalidated for any reason. You agree to allow the Company to recover all Obligations due to the Company by debiting your Net Free Funds. If there are insufficient funds in your Net Free Balance to cover your liability, you agree that we have the right, but not the obligation to recover any Obligations due to the Company by (i) reducing the amount deposited by you for current Escrows or payable to you from current Escrows and (ii) by converting funds held by you in one or more currencies to USA dollars to pay the Obligations. In the event the Company chooses not to reduce Escrow funds or convert funds from other currencies, or in the event such actions do not provide sufficient funds to pay the Obligations in full after reduction for conversion and other fees, you agree to reimburse the Company through other means.
- h) **No Surcharges.** You agree that you will not impose a surcharge or any other fee for transactions conducted through Company Services without our express written permission.
- i) **Assignment of Interest to the Company.** You agree that you will not receive interest or other earnings on the funds that are held by the Company. In consideration for your use

of the Company services, including Company Services, you irrevocably transfer and assign to the Company any ownership right that you may have in any interest that may accrue on funds held in Accounts. This assignment applies only to interest earned on your funds, and nothing in this Agreement grants the Company any ownership right to the principal of the funds you maintain with the Company except with respect to Obligations. In addition to or instead of earning interest on Accounts, the Company may receive a reduction in fees or expenses charged for services by the financial institutions that hold your funds.

9. SECURITY MATTERS AND OBLIGATIONS

- a) **Identification of Authorized Persons.** You will notify the Company in writing and update your account on our portal to reflect the identity of each individual authorized to access Company Services and to receive information regarding your Account and security procedures. You will promptly notify the Company in writing and update your profile on our portal to reflect any change in authorized individuals. Your notice will be binding on the Company if it is received in a time and manner that gives the Company a reasonable opportunity to act on it. You release and indemnify us for any action taken or omitted by us or any User in reliance on the information, directions and notifications provided to us by your authorized representatives. The Company may, but will not be required to, electronically record any oral, electronic or written communication that it receives from you or your representatives.
- b) **Security and Your Exercise of Care.** You acknowledge the importance of developing internal procedures to limit your risk and agree to create and enforce procedures which will include, at a minimum, (a) notifying the Company immediately when any new person becomes your authorized representative or ceases to be your authorized representative, (b) disabling access to Company Services immediately for each person who stops being an authorized User, (c) not keeping, in any form or in any place, lists of usernames, ID codes, passwords, PINs or Passcodes (collectively "Access Information") such that any of them may be accessible to unauthorized persons, (d) notifying us immediately if you suspect that: (i) there has been an unauthorized access, withdrawal, deposit, transfer or other transaction in your Accounts or (ii) any Access Information has been compromised (collectively called "Improper Account Access"). You will exercise ordinary care to determine whether any instruction accepted by the Company was either erroneous or not authorized and to notify the Company promptly of any discrepancy, but no more than 24 hours after you have received notification from us that the instruction was accepted or that your account was debited or credited with respect to the instruction, whichever is earlier. You will be precluded from asserting that the Company is not entitled to rely on an instruction unless you object within the period set forth in this paragraph. Your failure to create and enforce the procedures and to provide the notifications set forth in this section may result in a waiver of your claims. We will not be responsible for any Obligations, losses or damages caused by your failure to comply with this section.
- c) **Notification of Errors and/or Unauthorized Transactions.** To notify us if you believe there has been or will be an error, improper transaction or Improper Account Access, you MUST

send an email to support@telfinance.com and telephone Support at +1 (302) 384-9805. In addition, you may also write to the DealDefenders, LLC, Attn: Legal, 60 E. Bridge Street, Suite 3, Morrisville, PA 19067, USA. We may require that you send your complaint or question in writing and execute related complaint documentation within 10 Business Days after your initial contact with us.

- d) **Use of the Internet and Certain Software to Access Company Services.** You will be exchanging financial and other business data, as well as electronic messages, directly with the Company and Company Services through the Internet. While we take reasonable actions to protect our systems from intrusion, no system which is accessed via a network, including the Internet, is immune from attack. You acknowledge that when the Internet or any other electronic communications facilities are used to transmit or receive data and messages, the data and the messages may be accessed by unauthorized third parties.
- e) **THE FAILURE TO PROTECT USERNAMES, ID CODES, PASSWORDS, SECURITY DEVICES, PINS, OR PASSCODES MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS YOUR ACCOUNT, INCLUDING WITHOUT LIMITATION ALLOWING THE UNAUTHORIZED PARTY TO (1) CHANGE, VERIFY, OR SEND DATA USED WITH THE SERVICES, (2) SEND INFORMATION AND COMMUNICATIONS TO, OR RECEIVE INFORMATION AND COMMUNICATIONS FROM, THE COMPANY, (3) ACCESS YOUR ELECTRONIC COMMUNICATIONS AND FINANCIAL DATA, AND (4) REDIRECT PAYMENTS FROM YOUR ACCOUNTS. ALL COMMUNICATIONS WITH THE COMPANY, INCLUDING THROUGH THE USE OF COMPANY SERVICES, AND ALL USES OF THE COMPANY SERVICES USING YOUR USERNAMES, ID CODES, PASSWORDS, SECURITY DEVICES, PINS, OR PASSCODES WILL BE DEEMED TO BE COMMUNICATIONS AND USES AUTHORIZED BY YOU AND WILL BE BINDING ON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF ALL USERNAMES, ID CODES, PASSWORDS, SECURITY DEVICES, PINS, AND PASSCODES.**

10. RESTRICTED AND PROHIBITED ACTIVITIES, BREACH AND LIMITATIONS OF LIABILITY

- a) **Restricted Activities.** In connection with your use of our website, Company Services, your accounts, or any other products or services provided by the Company, or otherwise in the course of your interactions with the Company, a User or another third party, you will not directly or indirectly:
- i. Breach this Agreement or any other provision of the Included Agreements;
 - ii. Violate any law, statute, ordinance, or regulation;
 - iii. Infringe the Company's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
 - iv. Act in a manner that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing to us, any User or any third party;
 - v. Provide false, inaccurate or misleading information to us or to any User;
 - vi. Send or receive what we reasonably believe to be potentially fraudulent funds;

- vii. Refuse to cooperate fully in any investigation or audit or fail to provide confirmation of your identity and other Information you provide to us;
- viii. Attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both the Company and any User, third party or financial institution for the same transaction;
- ix. Use an anonymizing proxy when accessing Company Services or any other online function operated by us;
- x. Conduct your business or use the Services in a manner that results in or may result in complaints, disputes, claims, reversals, Charge-backs, fees, fines, penalties and other liability to the Company, a User, another third party or you;
- xi. Have a negative financial or transactional history or score that indicates a high level of risk associated with your use of Company Services;
- xii. Use Company Services to pay or accept payment for any service or product which is illegal in the United States of America or any other country in which we operate or which otherwise relates to sexually oriented or obscene materials or services, narcotics, other controlled substances, steroids or prescription drugs, wagers, gambling or firearms.
- xiii. Use your Accounts or Company Services in a manner that is or may give rise to an abuse of the banking or foreign exchange systems or a violation of banking rules or regulations;
- xiv. Allow any of your Accounts to have a negative balance;
- xv. Access Company Services from a country that is on a USA governmental restricted list or allow use of Company Services by a person or entity that is on a governmental restricted list.
- xvi. Disclose or distribute information concerning another User to a third party, or use any such information for marketing purposes unless you receive the User's express written consent to do so;
- xvii. Send unsolicited email to a User or use Company Services to collect payments for sending, or assisting in sending, unsolicited email to third parties in a manner not approved in writing by the Company;
- xviii. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- xix. Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- xx. Use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;

- xxi. Use any device, software or routine to interfere or attempt to interfere, with our website or Company Services;
 - xxii. Take any action that may cause us to lose any services from our internet service providers, financial institutions, currency exchange providers, processors, or other suppliers. the User or any of its affiliates is on a governmental 'prohibited list' or is resident in a country or is a member of an organization that is on a governmental 'prohibited list' applicable to the Company or its operations;
 - xxiii. Cause or take any action or omit to take any action which act or omission causes or may cause tangible or intangible harm to the Company or any User or the operations of any of them;
 - xxiv. Use or continue to use Company Services in a manner that is not, in the Company's opinion, in the best interests of the Company or any User;
 - xxv. Violate any explicit or implied term or condition in this Agreement or the Included Agreements;
 - xxvi. Access Company Services in a manner that is prohibited or limited by any applicable law or regulation, or any ruling or opinion by a court or regulatory body or requires authorizations, licenses or registrations not held or made by the Company or the User, respectively;
 - xxvii. Fail to provide sufficient valid and current documentation regarding the User.
- b) **Your Liability for Restricted Activities.** You are responsible for, and agree to reimburse, all Obligations and all other liabilities and damages incurred by the Company, any User or any third party caused by or arising out of your breach of this Agreement, and/or your use of Company Services or other services we provide. If we have reason to believe that you have engaged in any Restricted Activities, we shall be entitled to deem you in breach of this Agreement and the Included Agreements and may take various actions to protect the Company, Users and third parties. In addition to all other rights we have at law and equity, additional rights under this Agreement and the Included Agreements, the actions we may take include but are not limited to the following:
- i. We may close your accounts or terminate, suspend, or limit your access to your accounts, Company Services and other services we provide;
 - ii. We may contact and warn banks, Users and others with whom we do business, as well as credit rating agencies and warn law enforcement, or impacted third parties regarding your acts or omissions;
 - iii. We may update inaccurate Information you provided us;
 - iv. We may refuse to provide access or services to you in the future;
 - v. We may hold your funds for such periods of time as may be required by law or as reasonably required to protect against the risk of liability; and
 - vi. We may take legal action against you.

- c) **Restricting or Terminating Access to Company Services.** In addition to, and not in substitution for, any provision or right that we may have under the terms of this Agreement or any of the other the Included Agreements, the Company is not obligated to permit any User to access Company Services or any other service, and we may terminate or restrict any access that we may have granted to Company Services or any other service in the past. the Company shall not have any liability to you for any losses or damages you may suffer or incur as a result of any restriction or termination of services.
- d) **Additional Termination Right.** The Company reserves the rights to, in its sole discretion, to terminate this Agreement, access to its website, or access to any or all of its services for any reason and at any time upon one day's notice to
- e) **Accounts Closure, Termination of Service, or Limited Accounts Access.** If we close your Accounts or terminate your use of our services for any reason, we will provide you with notice of our actions. If we limit access to your Accounts, we will provide you with notice of our actions and the opportunity to request restoration of access if appropriate.
- f) **User Cooperation.** In the event of any dispute between or among you and any Users or the Company, you agree to provide to the Company on a timely basis any documentation necessary or appropriate to resolve the dispute. You also agree to fully cooperate with the Company in all aspects of any investigation, arbitration or audit conducted by or on behalf of the Company and to fund any shortfall in your Accounts resulting from any dispute resolution or award. Users that fail to timely respond to inquiries will deemed to have waived their rights in the dispute to which the communications relate.

11. DISPUTES WITH THE COMPANY, WAIVERS OF CERTAIN RIGHTS

- a) **Contact the Company First.** If a dispute arises between you and the Company, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. You may raise disputes between you and the Company by reporting the dispute to us via email to support@telfinance.com or telephone Support at +1 (302) 3849805.
- b) **Law and Forum for Disputes.** Except as otherwise agreed by the parties in writing, you agree that any claim or dispute you may have against the Company must be resolved by a court located in the State of Delaware USA. You agree to submit to the personal (in personam) jurisdiction of the courts located within the State of Delaware USA for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Delaware, without regard to conflict of law provisions.
- c) **Improperly Filed Litigation.** All claims you bring against the Company must be resolved in accordance with the terms of this Agreement and claims filed or brought contrary to this Agreement shall be considered improperly filed and a breach of this Agreement. Should you file a claim contrary to the provisions contained in this section 11, the Company may recover reasonable attorneys' fees and costs (including the fee value of in-house

attorneys and paralegals), provided that the Company has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

- d) **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- e) **Waiver of Class Action.** EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM, COUNTERCLAIM, OR DISPUTE ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL. THE PARTIES FURTHER AGREE THAT THE VALIDITY AND EFFECT OF THE CLASS ACTION WAIVER MAY BE DETERMINED SOLELY BY A COURT OR REFEREE AND NOT BY AN ARBITRATOR IN ANY ARBITRATION PROCEEDING.

12. LIMITATIONS OF LIABILITY, RELEASE AND INDEMNITY

- a) **No Incidental or Consequential Damages.** IN NO EVENT SHALL WE, OUR AFFILIATES, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEB SITE, THE COMPANY SERVICES, OTHER SERVICES OFFERED BY US, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, EMPLOYEES OR SUPPLIERS, TO YOU OR ANY THIRD PARTIES IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES IN ANY AND ALL CIRCUMSTANCES.
- b) **No Warranty.** WE, OUR AFFILIATES, EMPLOYEES AND SUPPLIERS PROVIDE OUR SERVICES AS IS AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. The Company does not have any control over the products or services that are paid for through Company Services and we cannot ensure that any User will actually complete a transaction or provide quality services or products. We do not guarantee continuous, uninterrupted or secure access to any part of Company Services or any other service offered by us or by any third party. The Company Services and other services, and the operation of our websites may be interrupted by numerous factors outside of our control. The Company will make reasonable efforts to ensure that requests for electronic or paper debits and credits involving bank accounts and currency exchanges are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing because some of our 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. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state.

- c) **Limitation of Liability.** The Company will not be liable to you for any direct or indirect damages or losses suffered or incurred by you in connection with your use of Company Services or any dealings with any User or third party or in connection with any Information, transmission or data that we or you receive through Company Services or otherwise, or any failure to provide, or any delay in providing, access to Company Services, any other service, or any information, except to the extent any Agreement to which you and the Company are parties specifically provides otherwise and except to the extent such damages or losses arise directly from the gross negligence or willful misconduct of the Company. We cannot guarantee continuous or secure access to our sites, services, or tools, and operation of our sites, services, or tools may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill or reputation, or any special, indirect or consequential damages arising, directly or indirectly, out of your use of or your inability to use our sites, services, and tools.
- d) Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.
- e) Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total fees you paid to us in the 12 months prior to the action giving rise to the liability, and (b) \$1000.
- f) **Indemnification.** You agree to defend, indemnify and hold the Company, its parent, officers, directors and employees harmless from any claim or demand (including reasonable attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of Company Services or any other services provided by or through the Company.
- g) **Assumption of Rights.** If the Company pays out a Claim, Reversal or Charge-back that you file against a recipient of your payment, you agree that the Company assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in the Company's discretion.

13. CERTAIN GENERAL MATTERS

- a) **Notices to the Company.** Unless a specific clause of this Agreement provides otherwise, notices to the Company under this Agreement and the Company Documentation must be sent by postal mail or overnight delivery service with appropriate postage prepaid to: Attention: Legal Department, DealDefenders LLC, 1000 N. West Street, Suite 1200, Wilmington, DE 19801, USA. Notices delivered in accordance with this Section shall be deemed delivered upon receipt by the Company.
- b) **Complete Agreement and Incorporation.** This Agreement and the Included Agreements, the preamble to this Agreement and each schedule and addendum to this Agreement,

each of which is incorporated into this Agreement by this reference, set forth the entire understanding between you and the Company with respect to the subject matter of this Agreement. All terms of this Agreement which by their terms or by their nature should survive, will survive the termination of this Agreement.

- c) **Amendment.** The Company may, from time to time, notify you of a change to this Agreement or the Company's rules or procedures by providing notice to you in the manner set forth in the section of this Agreement entitled "General Notices to You". By using Company Services or other facilities of the Company or its affiliates, you will be conclusively deemed to have agreed to the change(s).
- d) **Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without the Company's prior written consent. The Company reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.
- e) **No Waiver.** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- f) **Headings.** Section and paragraph headings are provided solely for reference and convenience and shall not control or affect the meaning, interpretation or validity of any section or provision of this Agreement.
- g) **Partial Invalidity.** If any provision or part of any provision of this Agreement is held to be invalid or unenforceable, such provision or part shall be struck and the remaining provisions and portions of provisions shall remain in full force and effect.

14. DEFINITIONS

When used in this Agreement, the following terms have the meanings given to them in this section.

- a) **"Account" or "Accounts"** means a User's portion of each pooled currency account maintained by the Company at depository institutions for the benefit of Users as the User's portion is recorded on the Company's systems. By way of example, but not in limitation, a User's Account is used to hold (i) funds that the User deposits with us in anticipation of upcoming Escrows, and (ii) funds a User receives from User Agreements or other transactions conducted on our systems. Accounts may hold funds in Escrows, funds held in anticipation of invoices from User Agreements, and funds that are in dispute in connection with an Escrow.
- b) **"Affiliate"** means any person or entity which directly or indirectly controls or is under common control with a person or entity.
- c) **"Agreement"** means this agreement, all documents and terms incorporated herein and all amendments hereto.
- d) **"Company Services"** means Company Services designed, created and operated by the Company.

- e) **"Authorize"** or **"Authorization"** means you authorize a payment from your Accounts either directly or indirectly in accordance with the terms of an Escrow or this Agreement.
- f) **"Balance"** means any money that you have in your Company Accounts. The terms "money" and "funds" are used interchangeably in this Agreement.
- g) **"Balance/Bank Funded Payment"** means a payment that is fully funded through wire transfer, Instant Transfer, eCheck and/or Balance.
- h) **"Breach"** means a breach of the terms of this Agreement or any the Included Agreements.
- i) **"Business Day"** means Monday through Friday in the City of New York, New York, USA, excluding Holidays.
- j) **"Buyer" or "buyer"** means a User who buys goods and/or services in a transaction created, conducted, invoiced or paid in whole or part using Company Services.
- k) **"Chargeback" or "Charge-back"** means a reversal, challenge, denial, chargeback, return, recall, stop order, cancellation or other failure of a payment or fund transfer.
- l) **"Company Obligations"** means any and all Obligations that are due or may become due to the Company, including Obligations for taxes or other governmental or judicial impositions that are required to be collected by the Company.
- m) **"Confirmed Address"** means an address that has been reviewed by the Company and found highly likely to be that of the User to which it is associated.
- n) **"Days"** means calendar days unless Business Days are specified.
- o) **"Escrow"** means an escrow created by Users on Company systems to secure the payment of goods or services.
- p) **"Escrow Obligations"** means all obligations that are created by, arise out of or relate to an Escrow.
- q) **"Holidays"** means those days which are deemed "Bank Holidays" in the United States of America.
- r) **"Invitation"** means an offer to enter into an Escrow created or delivered using Company Services.
- s) **"Invoice"** means an invoice or other request for payment issued or transmitted through the use of Company Services or other service provided by the Company.
- t) **"Material Change"** means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.
- u) **"Net Free Balance"** means those funds in any Account or Accounts which are not subject to any the Company Obligations or otherwise pledged or encumbered at the time of the calculation. Your Net Free Balance in any Account or Accounts is generally calculated by deducting amounts pledged to the payment of Escrows or otherwise locked, amounts

which are the subject of a dispute between among Users or the Company, and all the Company Obligations from the full balance of the Account or Accounts. In the event of a Breach, your Net Free Balance may be less.

- v) **"Obligation"** means any fee, offset, debt, spread, charge, invoice, spread, commission, markup, reserve, liability, withhold, security interest, lien, markup, expense, setoff, claim, right or other liability or obligation.
- w) **"Policy"** or **"Policies"** means any Policy or other agreement between you and the Company that you entered into on any Company website, or in connection with your use of Company Services.
- x) **"Reserve"** or **"reserve"** means a percentage of the funds in your Accounts or Escrows that we hold in order to cover payment of fees. The existence of a reserve does not relieve a User of liability for any Obligation.
- y) **"Restricted Activities"** means those activities described in Section 10 of this Agreement and such other activities of Users as may be described elsewhere in this Agreement..
- z) **"Reversal"** means a payment that you received has been removed from your Balance based on a request that an account holder filed directly with his or her bank, or directly with the Company (for a fraudulent transaction) to invalidate a payment, or because the Company believes it is a fraudulent payment.
- aa) **"Seller"** or **"seller"** means a User who sells goods and/or services in a transaction created, conducted, invoiced or paid in whole or part using Company Services.
- bb) **"Services"** means all services and products available from or through the Company.
- cc) **"Verified"** means that you have completed our verification process to establish your identity with the Company, including any Know Your Customer/Anti Money Laundering collected by us. **Verification does not constitute an endorsement of a User nor a representation of any User's business.**