

Terms and Conditions

LAST UPDATED

November 16, 2020

This user agreement will be effective on September 5, 2020, until further notice.

This user agreement is a contract between you and Flash Cash LLC governing your use of your FlashCash account and FlashCash services. You must be in the United States and have a U.S. bank account to use FlashCash services.

You agree to comply with all of the terms and conditions in this user agreement. The terms include an agreement to resolve disputes by arbitration on an individual basis. You also agree to comply with the following additional policies and each of the other Flash Cash LLC agreements that pertain to you.

We may revise this user agreement and any of the policies listed above from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If our changes reduce your rights or increase your responsibilities we will provide notice to you of at least 10 days. We reserve the right to amend this agreement at any time without notice, subject to applicable law. By continuing to use our services after any changes to this user agreement become effective, you agree to abide and be bound by those changes. If you do not agree with any changes to this user agreement, you may close your account.

Opening a FlashCash Account

We offer accounts for two types of purposes: personal accounts and approved business accounts. You may only have one personal account. To create a personal account, you must be a resident of the United States or one of its territories, be at least 18 years old or the age of majority in your state of residence and use a cellular/wireless telephone number that you own. Your FlashCash account is a personal account unless you have received our express written approval to open a business account.

We may also offer you the ability to set up a business profile within your personal FlashCash account, which you can use to receive payments for the sale of goods and services. This feature is offered in our sole discretion and may not be available to all users.

Keep confidential any credentials you use to access your FlashCash account and FlashCash services. You must keep your phone number, email address and other contact information current in your FlashCash account profile.

Setting up a Business Profile

FlashCash may offer you the ability to create a single business profile in addition to your personal profile in your personal FlashCash account. To be eligible, you must be an individual with a FlashCash account in good standing and complete any required application process. Using a business profile, you can receive payments for the sale of goods and services that do not violate any terms between you and us. As a business profile is part of your FlashCash account, any and all terms applicable to your FlashCash account will also govern the business profile, unless otherwise specifically stated.

Business profiles are for use only by an individual/sole proprietor (partnerships, LLCs, corporations or other business entities must apply for a business account and cannot use business profiles). Business profiles are subject to our approval in our sole discretion, and such approval may be revoked at any time in our sole discretion.

We may restrict the use of your business profile and your FlashCash account if the activity through your business profile reaches certain thresholds, involves certain activities or violates any terms between you and us. In addition, if your business profile meets certain transaction thresholds, we may require you to provide additional information and documentation to us from time to time for tax reporting or other reasons (for example, to verify your business activities or resolve claims or disputes), and we may suspend or place limits on your account until we receive the requested information and documentation.

The information you use to complete your business profile must be accurate, and any descriptions, pictures or other content associated with your profile must be owned by you.

Closing Your FlashCash Account

You may close your account and terminate your relationship with us without cost, but you will remain liable for all obligations related to your FlashCash account even after the FlashCash account is closed. Any incomplete transactions or transfers must be completed or canceled and you must transfer any money from any personal or business profiles of your FlashCash account before closing it.

In certain cases, you may not close your FlashCash account, including:

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

Link or Unlink a Payment Method

You can link or unlink U.S. bank accounts to your FlashCash account as payment methods. You must keep your payment method information current. If this information changes, we may update it using information and third party sources available to us without any action on your part.

Money Sent to You on FlashCash

To hold a FlashCash balance and use money sent to you for FlashCash payments to other users or authorized merchants, we must verify the required identifying information you provide to us. The required identifying information is: name, physical address, date of birth, and social security or taxpayer identification number.

Unless you add funds to your FlashCash account using Direct Deposit, any money sent to you on FlashCash represents an unsecured claim against us and is not insured by the Federal Deposit Insurance Corporation (FDIC). We may combine your money with the FlashCash money of other FlashCash users and hold it in a custodial account for the benefit of our account holders. With the exception of funds in accounts that have used Direct Deposit, we may invest the money in liquid investments in accordance with state money transmitter laws. We own the interest or other earnings on these investments. However, the claim against us represented by this money is not secured by these investments and you do not have any ownership interest (either legal or beneficial) in these investments. These pooled amounts are held apart from our corporate funds, and we will neither use these amounts for our operating expenses or

any other corporate purposes nor will we voluntarily make these amounts available to our creditors in the event of bankruptcy.

Account Statements

You have the right to receive an account statement showing your FlashCash account activity. You may view your FlashCash account statement by logging into your FlashCash account on the FlashCash website.

Making Payments

You can send money to or request money from a FlashCash user using your FlashCash account.

Payments to a business profile

Payments for the sale of goods or services may only be sent to business profiles.

Sellers must keep appropriate transaction documentation and we may request such information to investigate claims. If a seller does not provide adequate documentation, or we determine, in our sole discretion, that a claim is justified, we may initiate a refund to the buyer by reversing the payment from the seller's business profile.

Taxes and information reporting for business profiles

Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, that may be assessed by any jurisdiction (collectively, "taxes"). It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, including transactions through your business profile, and it is solely your responsibility to assess, collect, report and remit the correct taxes to the appropriate authority. Flash Cash LLC is not responsible for determining whether any taxes apply to your transaction, or for calculating, collecting, reporting or remitting taxes arising from any transaction.

You acknowledge that we may make certain reports to state and federal tax authorities regarding transactions that we process. For example, Flash Cash LLC is required to report to the Internal Revenue Service the total amount of payments for goods and services you receive each calendar year if you receive more than \$20,000 in payments

for goods and services and process more than 200 transactions involving goods or services in the same calendar year.

Fees and limits

We may, at our discretion, impose limits on the amount and/or the number of payments you can send and receive.

In order to manage risk, we may limit the payment methods available when you make a payment.

Fees and limits may change from time to time in our sole discretion.

Buying Something from Authorized Merchants

How to buy something

An “authorized merchant” means a merchant that has been authorized by us to accept FlashCash as a payment method for purchases of goods and services. This includes, for example, buying something online using your mobile phone through an authorized merchant’s website or mobile app and selecting FlashCash as your payment method at checkout.

Payments sent via the FlashCash app or the FlashCash website to another FlashCash user do not qualify as payments to an authorized merchant. Similarly, if you are charged via the FlashCash app or the FlashCash website and accept the charge, this is not a payment to an authorized merchant.

Some merchants may require you to have a payment method linked to your FlashCash account in order to use FlashCash for purchases with the merchant.

In order to manage risk, we may limit the payment methods available for a transaction when you buy something from an authorized merchant.

When you authorize a payment to an authorized merchant, some merchants may take up to 30 days to complete the transaction. In these instances, your payment may appear as a pending transaction in your FlashCash account. In that case, your authorization of the payment will remain valid until the merchant completes the transaction and we may place a temporary hold on the money in your FlashCash account for the payment amount (but no longer than 30 days).

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

Fees and limits

We may, at our discretion, impose limits on the amount or the number of payments you can send, including money you send for authorized merchant purchases.

Fees and limits may change from time to time in our sole discretion.

Payment review

When we identify a potentially high-risk payment to an authorized merchant, we review the transaction more closely before allowing it to proceed. When this happens, we will place a hold on the transaction and notify the merchant to delay shipping of the item. As a buyer, this may delay your receipt of the item you purchased. If we clear the transaction, we will notify the merchant and direct them to ship the item. If we don't clear the transaction, we will cancel it and return the money to you, unless we are legally required to take other action.

Billing agreement payments and preauthorized payments

You can agree with an authorized merchant to use FlashCash as the payment method for future payments with that merchant. This agreement is between you and the authorized merchant and allows the merchant to take payments from your FlashCash account with your authorization either on a one-time, regular or sporadic basis, depending on the type of billing agreement.

“Preauthorized payments” are a type of billing agreement that allow an authorized merchant to receive payments from your FlashCash account on a regularly recurring basis (for example, every month or otherwise on a routine billing cycle), and if such payments will vary in amount, you have the right to advance notice of the amount and date of the transfer from the merchant at least 10 days before the transfer is made. If the merchant provides the option, you may choose to receive this advance notice only when the amount of your preauthorized payment will fall outside a range established between you and the merchant.

Refunds

When you buy something from an authorized merchant using FlashCash and the transaction is ultimately refunded, the money will be sent back to you. Money may not always be refunded to the payment method originally used.

Using FlashCash as a Payment Method

Bank account transfers

When you use your bank account as a payment method, you are allowing us to initiate a transfer from your bank account. For these transactions, we will make electronic transfers from your bank account in the amount you authorize. You authorize us to try this transfer again if the initial transfer is rejected by your bank for any reason.

IF YOU DON'T HAVE A FLASHCASH BALANCE OR IT DOESN'T COVER A FLASHCASH PAYMENT, YOU SHOULD CONFIRM THAT YOUR BANK ACCOUNT CONTAINS FUNDS SUFFICIENT TO COVER THE PAYMENT BEFORE MAKING THE PAYMENT, IF FUNDED BY YOUR BANK ACCOUNT. THIS WILL HELP YOU AVOID OVERDRAFT OR OTHER FEES YOUR FINANCIAL INSTITUTION MAY CHARGE.

Use of Dwolla

In order to use the payment functionality of FlashCash, you must open a "Dwolla Platform" account provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the [Dwolla Terms of Service](#). You authorize Flash Cash LLC to collect and share with Dwolla your personal information including full name, date of birth, social security number, physical address, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through our application, and Dwolla account notifications will be sent by Flash Cash LLC, not Dwolla. We will provide customer support for your Dwolla account activity, and can be reached at www.flashcashapp.com or info@flashca.sh.

Refunds, Reversals and Chargebacks

Payments that are invalidated and reversed

Payments may be invalidated and reversed by us if, among other reasons, we sent the payment to you in error, the funding transaction is declined or reversed, the payment was unauthorized or unfunded, or if the payment was for activities that violated this user agreement or any other agreement with us.

As the sender or recipient of a payment that is later invalidated for any reason, you may be liable to us for the full amount of the payment and we may recover the amount of the payment (plus any fees) from you. We may recover the amount of the payment from either the sender or the recipient of an invalidated payment in our discretion (subject to applicable law). For example, if you send a payment funded by a bank account and the bank informs us it cannot cover the payment due to a lack of funds or a dispute, we may hold you liable for the payment, or if you were the recipient of that payment, we may reverse that payment from your account to cover the liability.

When recovering the amount of an invalidated payment from you, we may apply any money sent to you on FlashCash, request that you add money to your account for the amount of the payment and apply that money to amounts owed, and/or we may:

- engage in collection efforts to recover such amounts from you;
- place a limitation or take other action on your FlashCash account.

If we invalidate a payment because the originating bank declined or reversed the transaction, then you may be liable for the payment even if you disagree with the decision of the originating bank to decline or reverse the payment. If you believe that a payment initiated with your FlashCash account was not authorized, then you must notify us immediately, even if you (or someone else) disputes the transaction with the originating bank. If you fail to report the unauthorized activity directly to us, then we may recover the amount of the reversed payment from you, as described above.

Refunds for Transactions Through Business Profiles

When you buy something from a seller that has a business profile on FlashCash and the transaction is refunded, the money will be sent back to you. Money may not always be refunded to the payment method originally used.

If you receive a payment through a business profile for selling goods and services and that payment is later refunded or invalidated for any reason, you are responsible for the full amount of the payment sent to you plus any fees (including any applicable chargeback fees below).

Chargeback fees

If you receive a debit or credit funded payment in your business profile and the buyer pursues a chargeback for the transaction with their bank, we may assess a chargeback fee.

Restricted Activities

In connection with your use of our websites/apps, your FlashCash account, FlashCash services, or in the course of your interactions with us, other customers, or third parties, you must not:

- Breach these Terms and Conditions, or any other agreement between you and us;
- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- Infringe our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- If you have a personal account, use your FlashCash account to conduct transactions for goods or services with other personal accounts, except as expressly authorized by FlashCash;
- Create or control more than one personal account for yourself without our express authorization, through, among other methods, using a name that is not yours, using a temporary email address or phone number, or providing any other falsified personal information;
- Act in a manner that is defamatory, trade libelous, threatening or harassing;
- Provide false, inaccurate or misleading information;
- Send or receive what we reasonably believe to be potentially fraudulent money or payments for advertising, marketing, or otherwise on an unsolicited and unauthorized basis;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- Attempt to double dip during the course of a dispute by receiving or attempting to receive money from both us and the recipient of a payment and/or bank for the same transaction;
- Control an account that is linked to another FlashCash or Flash Cash LLC account that has engaged in any of these restricted activities;
- Use FlashCash services in a manner that results in or may result in:
 - complaints;
 - disputes; claims, reversals, chargebacks,
 - fees, fines, penalties or other liability or losses to FlashCash or Flash Cash LLC, other customers, third parties or you;

- Use your FlashCash account or FlashCash services in a manner that we or any other electronic funds transfer network reasonably believes to be an abuse of the network rules, or for the purpose of earning rewards, perks, miles, points, etc. with your bank account or other payment source;
- Have any amounts owed to us;
- Provide yourself a cash advance (or help others to do so);
- Access FlashCash services from outside the United States;
- Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of FlashCash services) operated by us or on our behalf or FlashCash services;
- Facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or FlashCash services;
- Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers;
- Interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of FlashCash services) operated by us or on our behalf, any of FlashCash services or other users' use of any of FlashCash services;
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers;
- Use FlashCash services to test payment platform behaviors, or make excessive or unexplainable transactions;
- Circumvent any of our policies or determinations about your FlashCash account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional FlashCash account(s) when you have amounts owed to us or when your FlashCash account has been restricted, suspended or otherwise limited; opening new or additional FlashCash accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's FlashCash account; or
- Harass and/or threaten our employees, agents, or other users.

Actions We May Take if You Engage in Any Restricted Activities

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

- Terminate this user agreement, limit your FlashCash and/or Flash Cash LLC account, and/or close or suspend your FlashCash and/or Flash Cash LLC account, immediately and without penalty to us;
- Refuse to provide FlashCash or Flash Cash LLC services to you in the future;
- Limit your access to our websites, software, systems (including any networks and servers used to provide any of FlashCash or Flash Cash LLC services) operated by us or on our behalf, your FlashCash or Flash Cash LLC account or any of the FlashCash or Flash Cash LLC services, including limiting your ability to pay or send money with any of the payment methods linked to your FlashCash or Flash Cash LLC account, restricting your ability to send money or make bank transfers;
- Hold money in your FlashCash account for up to 180 days if reasonably needed to protect against the risk of liability;
- Update inaccurate information you provided us;
- Take legal action against you; or
- If you've violated our Terms and Conditions, then you're also responsible for damages to us caused by your violation of this policy.

If we close your FlashCash account or terminate your use of FlashCash services for any reason, we'll provide you with notice of our actions and make any unrestricted money held in your FlashCash account or that has been sent to you available for bank transfers.

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by us, any customer, or a third party caused by or arising out of your breach of this agreement, and/or your use of FlashCash services. For example, if you send a payment funded by your bank account and your bank informs us you do not have sufficient funds to cover the payment, you may be liable for the payment. Similarly, if you receive a payment and the payment is disputed, you may be liable for the payment.

Holdings and Limitations

What are holds and limitations

Under certain circumstances, in order to protect FlashCash and the security and integrity of the network that uses FlashCash services, FlashCash may, in its sole discretion, take account-level or transaction-level actions. A hold may be placed on your FlashCash account, including any associated business profile.

Our decision about holds and limitations may be based on confidential criteria that are essential to our management of risk and the protection of FlashCash, our customers

and/or service providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your FlashCash account. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. We have no obligation to disclose the details of our risk management or security procedures to you.

Hold

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

Hold based on FlashCash's risk decisions

We may place a hold on transactions involving your FlashCash account if, in our sole discretion, we believe that there may be a high level of risk associated with you, your FlashCash account, or your transactions or that placing such a hold is necessary to comply with state or federal regulatory requirements. We make decisions about whether to place a hold based on a number of factors, including information available to us from both internal sources and third parties.

Risk-based holds may remain in place for up to 180 days from the date the transaction was made. We may release the hold earlier under certain circumstances, but any earlier release is at our sole discretion.

Account Limitations

Limitations may be placed on your account to help protect FlashCash and FlashCash users when we notice restricted activities or activity that appears to us as unusual or suspicious. Limitations also help us collect information necessary for keeping your FlashCash account open.

There are several reasons why your FlashCash account could be limited, including:

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

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

Court Orders, Regulatory Requirements or Other Legal Process

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

Protection from Unauthorized Transactions

To protect yourself from unauthorized activity in your FlashCash account, you should regularly log into your FlashCash account and review your FlashCash account statement. We will notify you of each transaction by sending an email to your primary email address on file and/or creating a story in your feed, depending on your preferences. You should review these transaction notifications to ensure that each transaction was authorized and accurately completed.

We will protect you from unauthorized activity in your FlashCash account. The following terms and conditions apply with respect to all FlashCash services. When the below protection applies, we will cover you for the full amount of the unauthorized activity as long as you cooperate with us and follow the procedures described below.

What is an Unauthorized Transaction

An “Unauthorized Transaction” occurs when money is sent from your FlashCash account that you did not authorize and that did not benefit you. For example, if

someone steals your password, uses the password to access your FlashCash account, and sends a payment from your FlashCash account, an Unauthorized Transaction has occurred.

What is not considered an Unauthorized Transaction

The following are NOT considered Unauthorized Transactions:

- If you give someone access to your FlashCash account (by giving them your login information) and they use your FlashCash account without your knowledge or permission. You are responsible for transactions made in this situation.
- Invalidation and reversal of a payment as a result of the actions.

Reporting an Unauthorized Transaction

If you believe your FlashCash login information has been lost or stolen, please contact us immediately at info@flashca.sh.

Also, if your FlashCash account statement shows transfers that you did not make, including those made with your FlashCash login information or by other means, tell us at once. If you do not tell us within 15 days after we provided the statement to you, you may not get back any money you lost after the 15 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Filing a chargeback or reversal with your financial institution related to a FlashCash payment does not constitute notice of an Unauthorized Transaction to us. You must contact us directly to notify us of Unauthorized Transactions by emailing info@flashca.sh.

Error Resolution

What is an error

An “error” means the following:

- When money is either incorrectly taken from your FlashCash account or incorrectly placed into your FlashCash account, or when a transaction is incorrectly recorded in your FlashCash account.
- You send a payment and the incorrect amount is debited from your FlashCash account.

- An incorrect amount is credited to your FlashCash account.
- A transaction is missing from or not properly identified in your FlashCash account statement.
- We make a computational or mathematical error related to your FlashCash account.

What is not considered an error

The following are NOT considered errors:

- If you give someone access to your FlashCash account (by giving them your login information) and they use your FlashCash account without your knowledge or permission. You are responsible for transactions made in this situation.
- You request a receipt or periodic statement documents that we are required to provide to you.
- Routine inquiries about money in your FlashCash account or the status of a pending transfer to or from your FlashCash account, unless you expressly notify us of an error in connection with the transfer.
- Requests for duplicate documentation or other information for tax or other recordkeeping purposes.

In case of errors or questions about your electronic transfers

Email us at info@flashca.sh.

Notify us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 15 days after we sent the FIRST statement on which the problem or error appeared. Filing a chargeback or reversal with your financial institution related to a FlashCash payment does not constitute notice of an error to us. You must contact us directly to notify us of errors. When you notify us:

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

If you tell us orally, we may require that you send us your complaint or question in writing within 5 business days of initial oral notice.

We will determine whether an error occurred within 20 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this,

we will provisionally credit your FlashCash account within 20 business days for the amount you think is in error and will notify you within 2 business days of the credit, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 5 business days, we may not credit your FlashCash account.

For errors involving new FlashCash accounts or point-of-sale transactions, we may take up to 90 days to investigate your complaint or question. For new FlashCash accounts, we may take up to 20 business days to credit your FlashCash account for the amount you think is in error.

We will tell you the results within 5 business days after completing our investigation.

- If we determine that there was an error, we will promptly credit the full amount of the error into your account within 2 business days of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.
- If we decide that there was no error, we will send you a written explanation, and, if you received a provisional credit, after giving you 5 Business Days advance notice of the date and amount of the debit, we will remove it from your account. You may ask for copies of the documents that we used in our investigation.

Processing Errors

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

- You receiving less than the correct amount to which you were entitled, then we will credit your FlashCash account for the difference between what you should have received and what you actually received.
- You receiving more than the correct amount to which you were entitled, then we will debit your FlashCash account for the difference between what you actually received and what you should have received.
- Our not completing a transaction on time or in the correct amount, then we will be responsible to you for your losses or damages directly caused by this failure, unless:
 - through no fault of ours, you did not have enough available funds to complete the transaction;
 - our system was not working properly and you knew about the breakdown when you started the transaction; or

- o the error was due to extraordinary circumstances outside our control (such as fire, flood or loss of Internet connection), despite our reasonable precautions.

Processing errors are not:

- Delays that result from us applying holds or limitations.
- Delays based on a payment review or bank transfer review.
- Your errors in making a transaction (for example, mistyping an amount of money that you are sending).

Communications Between You and Us

If you provide us your mobile phone number, you agree that we, including our affiliates, may contact you at that number using autodialed or prerecorded message calls or text messages to: (i) service your FlashCash branded accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. We will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes unless we receive your prior express written consent. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but we will not share your mobile phone number with third parties for their own purposes without your consent.

You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to our website or email it to you. You will be considered to have received a communication from us, if it's delivered by mail, 3 business days after we send it.

Unless you're communicating with us about a matter where we've specified another means of communication, you should reach us at info@flashca.sh.

You understand and agree that, to the extent permitted by law, we may, without further notice or warning, monitor or record telephone conversations you or anyone acting on your behalf has with us or our agents for quality control and training purposes or for our own protection. You acknowledge and understand that while your communications with us may be overheard, monitored, or recorded not all telephone lines or calls may be recorded by us, and we do not guarantee that recordings of any particular telephone calls will be retained or retrievable.

Our Rights

Our suspension and termination rights

We, in our sole discretion, reserve the right to suspend or terminate this user agreement, access to or use of our websites, software, systems (including any networks and servers used to provide any of FlashCash services) operated by us or on our behalf or some or all of FlashCash services for any reason and at any time upon notice to you and, upon termination of this user agreement, the payment to you of any unrestricted money being held for you.

Security interest

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

Amounts owed to us

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

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

If you have more than one FlashCash account, even if you have those accounts without our authorization and in breach of this agreement, we may set off amounts owed to us in one FlashCash account against money in or money sent to your other FlashCash account(s). If you continue using your FlashCash account when you have amounts owed to us, you authorize us to combine amounts owed to us with any debit or transaction sent from your account.

In addition to the above, if you have a past due amount owed to us, including our affiliates, we may debit your FlashCash account or accounts held at our affiliates or various products to pay any amounts that are past due. This includes accounts and amounts owed by using other Flash Cash LLC products.

IF YOU HAVE AMOUNTS PAST DUE, YOU SHOULD CONFIRM THAT YOUR PAYMENT METHODS CONTAIN FUNDS SUFFICIENT TO COVER ANY AMOUNTS PAST DUE. THIS WILL HELP YOU AVOID OVERDRAFT OR OTHER FEES YOUR FINANCIAL INSTITUTION MAY CHARGE.

Insolvency proceedings

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

Assumption of rights

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

No waiver

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

Indemnification and Limitation of Liability

In this section, we use the term "Flash Cash LLC" to refer to Flash Cash LLC, our parent, and our affiliates, and each of their respective directors, officers, employees, agents, joint venturers, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

Indemnification

You must indemnify Flash Cash LLC for actions related to your FlashCash account and your use of FlashCash services. You agree to defend, indemnify and hold Flash Cash LLC harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of your breach of this user agreement, your improper use of FlashCash services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your FlashCash account or access our websites, software, systems (including any networks and servers used to provide any of FlashCash services) operated by us or on our behalf, or any of FlashCash services on your behalf.

Limitation of liability

Flash Cash LLC's liability is limited with respect to your FlashCash account and your use of FlashCash services. In no event shall Flash Cash LLC be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of FlashCash services) operated by us or on our behalf, any of FlashCash services, or this user agreement (however arising, including negligence), unless and to the extent prohibited by law.

Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, Flash Cash LLC is not liable, and you agree not to hold Flash Cash LLC responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, our websites, software, systems (including any networks and servers used to provide any of FlashCash services) operated by us or on our behalf, or any of FlashCash services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of FlashCash services) operated by us or on our behalf and any of FlashCash services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of FlashCash services) operated by us or on our behalf or any of FlashCash services or any website or service linked to our websites, software or any of FlashCash services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of FlashCash services) operated by us or on our behalf or any of FlashCash services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your FlashCash account; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this user agreement or our policies.

Disclaimer of Warranty and Release

No warranty

FlashCash services are provided "as-is" and without any representation or warranty, whether express, implied or statutory. We specifically disclaim any

implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

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

Your Release of Us

If you have a dispute with any other FlashCash account holder, you release us from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise, for example, California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

Agreement to Arbitrate

If a dispute arises between you and Flash Cash LLC regarding FlashCash services or otherwise, our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, we aim to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and Flash Cash LLC regarding FlashCash services may be reported by sending a message to info@flashca.sh.

ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS USER AGREEMENT MUST BE ASSERTED INDIVIDUALLY IN BINDING ARBITRATION CONDUCTED BY A SINGLE ARBITRATOR WITH EXPERIENCE IN CONSUMER ONLINE PAYMENT SERVICES DISPUTES ADMINISTERED BY THE AMERICAN

ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. The forum for arbitration shall be in the city closest to your residence having a federal district courthouse. The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. To the extent allowed by applicable law, the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this user agreement including, but not limited to, any claim that all or any part of this user agreement is void or voidable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. For any non-frivolous claim, Flash Cash LLC will pay the costs of the arbitration (but not your attorney fees), up to \$500.

This user agreement and each of its parts evidence a transaction involving interstate commerce, and the United States Arbitration Act shall apply in all cases and govern the interpretation and enforcement of the arbitration rules and arbitration proceedings. There are only two exceptions to this agreement to arbitrate. First, if we reasonably believe that you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any court of competent jurisdiction. Second, any claim of \$500 or less may, at the option of the claiming party, be resolved in small claims court in Boston, Massachusetts, if the claim and the parties are within the jurisdiction of the small claims court. For these two exceptions, you agree to submit to the personal jurisdiction of the courts located within Boston, Massachusetts, for the purpose of litigating such claims or disputes.

Waiver of Right to Jury; Class Action Waiver

TO THE EXTENT ALLOWED BY LAW, YOU AGREE TO IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY OR OTHER COURT TRIAL (OTHER THAN SMALL CLAIMS COURT) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

Content Posted by Users

When using FlashCash’s products and services, you may have the ability to post content (e.g., payment descriptions, business description, comments and/or photos). You are solely responsible for all content that you provide, post, upload or submit.

We are not responsible for evaluating the accuracy, truthfulness, usefulness, legality, safety, morality or applicability of any content posted by users on FlashCash. Flash Cash LLC does not endorse, guarantee, make representations or provide warranties regarding any such content.

Flash Cash LLC may, in its sole discretion, reject or remove any content that violates our content standards below or for any other reason we deem the content inappropriate. Flash Cash LLC shall have no obligation to monitor content posted, uploaded or submitted by a user, but may do so at its sole discretion. Flash Cash LLC is not responsible for any failure or delay in removing any such content.

Content Standards

You may not post or submit any content that violates our policies, or any content that is:

- false, misleading, deceiving, inaccurate or dishonest
- defamatory or invasive of another person's right of privacy or right of publicity
- harmful, obscene, harassing, abusive, offensive, objectionable, violent or condoning violence or harm, displaying nudity or sexual activity, or otherwise unfit for publication
- inciting hatred of individuals or groups based on race or ethnic origin, religion, nationality, disability, gender, age, veteran status, or sexual orientation/gender identity; portraying or inciting animal cruelty or neglect
- illegal, such a criminal activity, terrorism, obscenity, child pornography, human exploitation, gambling, drug use, firearms or ammunition, and piracy
- infringing intellectual property or other proprietary rights of any party, or not authorized, such as content that you did not create or do not have the permission to use
- creating a privacy or security risk to any person
- spam, letters or pyramid schemes
- in Flash Cash LLC's sole discretion, objectionable or exposes users to harm or liability.

Please report inaccurate, inappropriate or offensive content, policy violations or other violations to our Content Standards (other than intellectual property infringement claims) at info@flashca.sh.

Intellectual Property

Our trademarks

"FlashCa.sh," "FlashCashApp.com," "FlashCash," and all logos related to FlashCash services are either trademarks or registered trademarks of Flash Cash LLC or Flash Cash LLC's licensors. You may not copy, imitate, modify or use them without our prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Flash Cash LLC. You may not copy, imitate, modify or use them without our prior written consent. You may use HTML logos provided by us for the purpose of directing web traffic to FlashCash services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes FlashCash or FlashCash services or display them in any manner that implies FlashCash's or Flash Cash LLC's sponsorship or endorsement. All right, title and interest in and to the FlashCash websites, any content thereon, FlashCash services, the technology related to FlashCash services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of Flash Cash LLC and its licensors.

License grants, generally

If you are using our software such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded or otherwise accessed through a web or mobile platform, then Flash Cash LLC grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and/or use our software in accordance with the documentation accompanying such software. This license grant applies to the software and all updates, upgrades, new versions and replacement software. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation, access and use requirements contained in all documentation accompanying FlashCash services. If you do not comply with implementation, access and use requirements you will be liable for all resulting damages suffered by you, us and third parties. We may update or discontinue any software upon notice to you. While we may have (1) integrated certain third party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third party materials and technology to facilitate providing you with FlashCash services, you have not been granted and do not otherwise retain any rights in or to any such third party materials. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third party materials or technology, or otherwise create any derivative works from any of the software or third party materials or technology. You acknowledge that all rights, title and interest to our software are owned by Flash Cash

LLC and any third party materials integrated therein are owned by our third party service providers. Any other third party software application you use on the FlashCash websites is subject to the license you agreed to with the third party that provides you with this software. You acknowledge that Flash Cash LLC does not own, control nor have any responsibility or liability for any such third party software application you elect to use on any of our websites, software and/or in connection with FlashCash services.

License grant from you to Flash Cash LLC; intellectual property warranties

We do not claim ownership of the content that you provide, upload, submit or send to us. When you provide content to us or post content using FlashCash services, you grant us, our affiliates and our users (including parties that we work with) a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, transferable, sublicensable and worldwide license to duplicate, copy, display, publish, upload, perform, distribute, modify, create derivative works, delete, post, forward to others and otherwise use your content and associated intellectual property and publicity rights to help us improve, operate, promote, advertise and market our current services and develop new ones, in any form, medium or technology now known or later developed. We will not compensate you for any of your content.

You further represent and warrant that (1) you own or otherwise have all the licenses, rights, consents and permissions in your content necessary to make the above license and grant, (2) your content is accurate and (3) your content and our use of your content do not and will not infringe any intellectual property, privacy, proprietary or publicity rights, or otherwise violate confidentiality obligations, these terms or applicable law. Further, you agree to waive your moral rights and promise not to assert any rights in your content against us.

Submitting Intellectual Property Complaints

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

Flash Cash LLC will respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“DMCA”). If you believe your intellectual property rights have been infringed by content on the FlashCash platform, you may request a removal of this content from our website by submitting a request to info@flashca.sh.

If you believe that content you posted on the site was removed, or access to it was disabled, by mistake or misidentification, you may file a counter-notification with us by submitting a written notification to the email address above pursuant to the DMCA.

We may terminate an infringer's access to FlashCash products or services in our sole discretion and we have a policy to terminate accounts of repeat infringers.

Miscellaneous

Assignment

You may not transfer or assign any rights or obligations you have under this user agreement without our prior written consent. We may transfer or assign this user agreement or any right or obligation under this user agreement at any time.

Business Days

"Business Day(s)" means Monday through Friday, excluding holidays when FlashCash's offices are not considered open for business in the U.S. Holidays include New Year's Day (January 1), Martin Luther King, Jr.'s Birthday (the third Monday in January), George Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a holiday falls on a Saturday, we observe the holiday on the prior Friday. If the holiday falls on a Sunday, we observe the holiday on the following Monday.

Consumer fraud warning

We're always looking for ways to help keep you even more secure. So stay on the lookout for some of these common scams:

- Seller Scam: a scammer sends you a fraudulent payment for goods or services you provide outside of FlashCash.
- Accidental Payment: a scammer sends you a fraudulent payment, claims it was accidental, and asks that you return their money.

Always use common sense when sending money. If something sounds too good to be true, it probably is. Only send money for yourself and not for others. Remember that if you don't make a purchase from an authorized merchant, we are unable to help you

recover lost funds. Please let us know immediately if you believe someone is trying to scam or defraud you by emailing us at info@flashca.sh.

Dormant accounts

If you do not log in to your FlashCash account for two or more years, we may close your FlashCash account and send any of your funds held in our possession to your primary address or, if required, send any of your funds held in our possession to your state of residency. We will determine your state of residency based on the information provided for your FlashCash account. If your address is unknown, any of your funds held in our possession will be escheated to the State of Delaware. Where required, we will send you a notice prior to escheating any of your funds. If you fail to respond to this notice, your funds held in our possession will be escheated to the applicable state. If you would like to claim any escheated funds from the applicable state, please contact the applicable state's unclaimed property administrator.

Governing law

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this user agreement, the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this user agreement and any claim or dispute that has arisen or may arise between you and Flash Cash LLC regarding your use of FlashCash services.

Identity authentication

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

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

Anti-money laundering and counter-terrorism financing laws may require that we verify required identification information if you use certain FlashCash services. We reserve the right to close, suspend, or limit access to your FlashCash account and/or

FlashCash services in the event that, after reasonable enquiries, we are unable to obtain information about you required to verify your identity.

Money Transmitter Licenses

Flash Cash LLC is a licensed provider of money transfer services and all money transmission is provided by Flash Cash LLC, pursuant to Flash Cash LLC's licenses.

FlashCash is only a payment service provider

We act as a payment service provider only. We do not:

- Act as an escrow agent with respect to any money sent to you on FlashCash that has not been transferred;
- Act as your agent or trustee;
- Enter into a partnership, joint venture, agency or employment relationship with you;
- Guarantee the identity of any user or seller;
- Determine if you are liable for any taxes; or
- Unless otherwise expressly set out in this agreement, collect or pay any taxes that may arise from your use of our services.

Privacy

Protecting your privacy is a FlashCash priority. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

State disclosures

In addition to reporting complaints about FlashCash services directly to us as described above, if you are a California resident, you may report complaints to the California Department of Business Oversight by mail at Department of Business Oversight, Attn: Consumer Services, 1515 K Street, Suite 200, Sacramento, CA 95814 or online through its website

at http://www.dbo.ca.gov/Consumers/consumer_services.asp. The California Department of Business Oversight offers assistance with its complaint form by phone at 866-275-2677. If you are a California resident, you have a right to receive communications about your FlashCash account and FlashCash services by email. To make such a request, send an email message to info@flashca.sh.

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

Third party providers

The FlashCash app works on an application linked to a particular device and operating system, such as Apple's iOS operating system. Your use of FlashCash services may be subject to separate agreements you may enter into with your mobile device operating system provider (e.g., Apple, Google or Microsoft®), your mobile device manufacturer (e.g., Apple, Samsung®), your mobile service carrier (e.g., AT&T® or Verizon®), and other parties involved in providing your mobile device service, which we collectively refer to as "Covered Third Parties." You agree to comply with all applicable third-party terms of agreement when using FlashCash services. We are not a party to those agreements and we have no responsibility for the products and services provided by third parties. You acknowledge and agree that this agreement is between you and Flash Cash LLC, not with any Covered Third Party. You acknowledge and agree that we are solely responsible for FlashCash services and for providing maintenance and support services for FlashCash services.

Covered Third Parties have no warranty obligations whatsoever with respect to FlashCash services and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of FlashCash services to conform to any warranty provided by us, if any, will be our sole responsibility.

We, not any Covered Third Parties, are responsible for addressing any claims relating to FlashCash services, including, but not limited to: (i) product liability claims; (ii) any claim that FlashCash services fail to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection, privacy, or similar legislation; and (iv) intellectual property claims.

If you are using FlashCash services on an Apple device, you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary. Such rights may also accrue to other handset manufacturers and operating systems which participate in FlashCash services.

Unlawful internet gambling notice

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through your FlashCash account or your relationship with Flash

Cash LLC. Restricted transactions generally include, but are not limited to, transactions in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with unlawful Internet gambling.

Your use of information; Data protection laws

If you receive information about any FlashCash customer, you must keep the information confidential and only use it in connection with FlashCash services. You may not disclose or distribute any information about FlashCash users to a third party or use the information for marketing purposes unless you receive that user's express consent to do so. You may not send unsolicited emails to a FlashCash customer or use FlashCash services to collect payments for sending, or assist in sending, unsolicited emails to third parties.

The privacy and data protection laws that may apply include any associated regulations, regulatory requirements and codes of practice applicable to the provision of the services described in this agreement.

In complying with such laws, you will:

- implement and maintain all appropriate security measures for the processing of personal data; and
- not knowingly do anything or permit anything to be done which might lead to a breach of any privacy data protection laws by us.