

TAPTAP SEND BUSINESS USER AGREEMENT

Version: 1

Date: 3 September 2026

Thank you for using our Services which are governed by this Taptap Send Account Business Agreement (“the **Agreement**”). Please read the Agreement and the Privacy Policy, located at <https://business.taptap.send.com/legal>, carefully before registering for the Services. By registering to use the Services and continuing to use the Services, including authorizing transactions and receiving payments, you agree to the Agreement, including, without limitation, a binding arbitration agreement (Section 20) and class action waiver (Section 20).

Except under certain circumstances described in Section 20 below, or where prohibited by law, by entering into this Agreement, you expressly agree that disputes between you and Taptap Send will be resolved by binding, individual arbitration, and you hereby waive your right to participate in a class action lawsuit or class-wide arbitration. Please see Section 20 for more information about the arbitration agreement and class action waiver.

However, you may opt out of the agreement to arbitrate by taking the steps set forth in Section 20 and the class action waiver by taking the steps set forth in Section 20.

1. ABOUT TAPTAP SEND

Sarum Financial Services US Co, a Montana corporation with its principal place of business in Montana (“we”, “us”, “**Taptap Send**”) is a money services business registered with FinCEN.

This Agreement governs the availability and use of Taptap Send services. This Agreement, along with the Privacy Policy and any other applicable terms and conditions, form a legal contract between you (the business) and us. Each service has its own applicable terms and conditions, and some provisions of this Agreement will only apply to specific users as set out below.

Deposit accounts are provided by **Erebor Bank, N.A. (“Erebor Bank”)**, Member FDIC, and subject to the terms of the Deposit Account Relationship Agreement. Taptap Send is the program manager of the Taptap Send Account, meaning Taptap Send services these accounts on behalf of Erebor Bank. Taptap Send is not a bank and does not provide banking services. If you are approved for a Taptap Send Account, that account is held at Erebor Bank, Member FDIC, and your use of the Taptap Send Account is governed by the Deposit Account Relationship Agreement. We agree to relay to Erebor Bank any information you provide to us about your Taptap Send Account. You acknowledge that Erebor Bank is the program sponsor of Taptap Send Accounts and Taptap Send is the service provider for these services.

2. DEFINITIONS

“**App**” means the Taptap Send mobile application for Businesses.

“**Authorized User**” means an individual authorized to access, use or operate the Services on behalf of the Business.

“**Business**” means the corporation, company, limited liability company, limited liability partnership, sole proprietorship or partnership, or other business form accepted by Taptap Send from time to time, that is our customer under this Agreement.

“**Business Day**” means a day other than a Saturday, Sunday or a United States federal holiday.

“**Deposit Account Relationship Agreement**” means your agreement with Erebor Bank for the provision of the Taptap Send Account.

“**Fees**” means our fees (which may vary, for example, depending on the destination of the Transfer and the amount of the Transfer), which will be presented to you before paying for a Service.

“Taptap Send Account” means a deposit account established for your benefit at Erebtor Bank, Member FDIC.

“Payment Instruction” means a specific instruction from you requesting us to effect a Transfer.

“Payment Method” means a valid method of payment used to initiate a Payment Instruction.

“Recipient” means someone who receives funds into an account or by way of cash pick-up if available, mobile, deposit or similar services, in each case provided by a Service Provider pursuant to a Payment Instruction.

“Security Details” means the security credentials associated with your account with us, including your password and any other login information that we may choose to accept from time to time (including biometric information).

“Services” means all of our products and services and any other features, technologies and functionalities offered by us on our Website, App or through other means.

“Service Provider” means a local bank, mobile network operator, or other third party service provider in a destination country (with whom we work to provide the Service) which provides an account, cash pick-up, cash delivery, mobile wallet or similar services to a Recipient and which is, where required by applicable law, duly licensed or authorised in that country to provide the relevant service.

“Transfer” means the transfer of funds.

“Transfer History” means the record of your Transfers, which you may access using your Security Details.

“Website” means the business platform available at business.taptapsend.com.

3. OPENING A TAPTAP SEND BUSINESS ACCOUNT

- 3.1. A business may apply to use our Services subject to our Know Your Customer (“**KYC**”) process and approval policies in place at the time of your application. In order to use our services, you must provide us with information and documentation about the business, its ultimate beneficial owners, directors, authorized signatories, Authorized Users and attest to their tax residency. You agree:
 - 3.1.1. to promptly update us of any changes to the Business information previously provided to us and any change in circumstances (for example, changes to: type of business, type of products or services, any dissolution, liquidation, insolvency event; licensing, company name, registered address, company registration number, tax identification number, value added tax registration number, legal entity identifier, nationality, legal entity type, **tax residency**, and any contact details such as telephone, email address(es) and/or any changes in respect of directors, beneficial owners, controlling persons, or authorized signatories);
 - 3.1.2. to comply with any requests for further information and documents we require;
 - 3.1.3. that any information and documentation provided to us is authentic, up-to-date, true and correct; and
 - 3.1.4. that we may, directly or through any third party, make any inquiries we consider necessary to validate the information you provided to us.
- 3.2. To open an account and use the Services you must accept this Agreement, our Privacy Policy and any other policies included in the registration process.
- 3.3. We conduct security and customer due diligence checks on the Business, ultimate beneficial owners, directors and Authorized Users. This may involve verifying addresses and personal details to confirm their identity. We may pass personal information to a credit reference agency, who may keep a record of it.

- 3.4. The person who opens the account must be an Authorized User for the purposes of the Agreement, and the Business agrees:
- 3.4.1. they have full authority to enter into this Agreement and meet the obligations under it; and
 - 3.4.2. they will provide all the information we need during the account opening process.
- 3.5. Only Authorized Users may access the Services. Only the individual named as an Authorized User in our records is authorized to use the Services. You are responsible for all transactions initiated and fees incurred by use of the Services. If another person has obtained your Security Details and initiated a transaction due to your failure to take all reasonable steps to keep your Security Details safe, we will treat this as if you have authorized such use, and you will be solely responsible for all transactions and fees incurred by such use. You are wholly responsible for the use of the Services according to this Agreement.
- 3.6. The Business may add and remove Authorized Users. You are responsible for removing the Authorized User if and when required (for example if that person is no longer employed by you). You acknowledge that:
- 3.6.1. after you have added an Authorized User, we will not verify their authority;
 - 3.6.2. we may disclose Business information about you to the Authorized User and we are not responsible for the Authorized User's use of that information;
 - 3.6.3. we will act on the instructions of your Authorized User as if the instruction came from the Business; and
 - 3.6.4. disputes between the Business and an Authorized User relating to our Services are a matter between you and the Authorized User, we are not a party to any claim or dispute between you and your Authorized Users.

4. **THE SERVICES**

- 4.1. Our Services are:
- 4.1.1. Transfers: You can send international money remittances to Recipients via selected Service Providers via the App or Website.
 - 4.1.2. Payment receipt and account access: receive payments from payers into the Taptap Send Account through virtual account details allocated to the Business, view the balance and give Payment Instructions in relation to that balance.
- 4.2. Services will be made available to you from time to time per your eligibility, such that only Services that you are eligible for will be available and accessible.
- 4.3. You can use the App or Website to access services provided by third parties.
- 4.4. To register for the Services, visit the Website and follow the instructions. You may access the Services via the App or via the Website. We may issue updates to the App. You might become unable to use the App until you have downloaded the latest version. We may also update the Website at any time without notice. The Website is designed to load the current version each time you open or refresh it, and you may need to refresh your browser to access the latest version. The Website is intended for use on current versions of Google Chrome, Microsoft Edge, Mozilla Firefox and Apple Safari. You are responsible for ensuring that your devices, operating systems and web browser are compatible with the App or Website. We do not guarantee full functionality on browsers, devices or operating systems that are outdated, unsupported or otherwise outside the list above. We may disable or restrict access on devices that do not meet current software standards or security requirements.
- 4.5. Once you have registered for the Services, you can (subject to eligibility):

- 4.5.1. submit Payment Instructions by selecting what kind of payment you want to make, choosing your Payment Method, entering or selecting the amount and associated information, then clicking "Send" (or equivalent) on the confirmation page;
 - 4.5.2. manage your Taptap Send Account;
 - 4.5.3. view your Transfer History;
 - 4.5.4. manage your use of the Services, or close your account.
- 4.6. You acknowledge that the Services may not be available, in whole or in part, in certain regions, countries, or jurisdictions.

5. **YOUR OBLIGATIONS**

- 5.1. Business accounts are for commercial or business purposes only.
- 5.2. You may only open one account with us.
- 5.3. You agree that you are choosing to engage with Taptap Send in the United States in connection with this Agreement and that the governing jurisdiction is the United States. You will comply with any applicable laws in relevant jurisdictions. You may register for the Services only if it is legal to do so in your country or other jurisdiction of residence. By registering, you represent and warrant to us that your use of the Services does not violate any laws or regulations applicable to you.
- 5.4. You acknowledge that you have approached and engaged Taptap Send on your own exclusive initiative in order to obtain the Services, which are provided from the United States. Taptap Send does not market, promote, solicit or offer the Services to the public in, and does not direct any advertising or promotional activity to, your country of residence, incorporation or establishment. Nothing on the Website or App, in any app-store listing, or in any communication constitutes or should be construed as an offer, solicitation or inducement in any jurisdiction where it is not permitted.
- 5.5. You agree:
- 5.5.1. to provide us with accurate and truthful information about your and any designated Recipient's identity and any identity documents we ask for;
 - 5.5.2. to promptly update your personal information if it changes;
 - 5.5.3. to use our Services in compliance with applicable law;
 - 5.5.4. to regularly review your bank communications, Transfer History and monitor for unauthorized activity;
 - 5.5.5. to comply with any requests for further information and documents we require; and
 - 5.5.6. that we may, directly or through any third party, investigate the information you provided to us, including checking commercial databases or credit reports.
 - 5.5.7. that you are not a business with US tax residency
- 5.6. You must make every effort to keep your Security Details safe and prevent unauthorized access to the Services by:
- 5.6.1. ensuring that only you access the Services using your account;
 - 5.6.2. changing your password regularly and ensuring that it is not reused for other online services;
 - 5.6.3. not sharing your Security Details with anyone, including us, and letting us know immediately if anyone asks you for your Security Details;

- 5.6.4. setting up 2-step authentication where prompted;
 - 5.6.5. if you use your biometrics (e.g. fingerprint or face identification) to authenticate actions, making sure only your biometrics are registered and can be used;
 - 5.6.6. keeping your email account secure and letting us know immediately if your email address becomes compromised; and
 - 5.6.7. contacting us immediately if you suspect your Security Details have been stolen, lost, used without your authorization, or otherwise compromised. If this happens you should change your Security Details.
- 5.7. You are solely responsible for reporting to all applicable government tax authorities all relevant Transfers and for the payment of any applicable taxes that apply to such payments, as well as any other applicable reporting requirements, including but not limited to, any customs or foreign currency controls. To the extent applicable, you represent and warrant that you are in compliance with the U.S. Foreign Account Tax Compliance Act and will remain compliant during the term of this Agreement. Taptap Send does not assume any responsibility for any tax reporting or filing obligations.
- 5.8. You must not:
- 5.8.1. use our Services in connection with illegal activity, including but not limited to money-laundering, fraud, and the funding of terrorist/proliferation activities and/or organizations;
 - 5.8.2. use our Services in connection with any of the following activities, sectors, or purposes, including: money laundering, terrorist financing, proliferation financing, or sanctions evasion, or any dealing with sanctioned persons, entities, or regimes; the manufacture, trade, financing, or proliferation of weapons of mass destruction, including nuclear, chemical, or biological weapons, or the trade in uranium, fissile, or dual-use materials for weapons purposes; goods or services designed for torture or cruel, inhuman, or degrading treatment; unlawful military contracting or weapons trade; human trafficking, modern slavery, forced labour, or any form of human exploitation; sexual content involving minors (CSAM), or non-consensual intimate content of any kind; illegal narcotics or controlled-substance trafficking; illegal arms or firearms trafficking; illegal gambling; Ponzi schemes, pyramid schemes, or fraudulent multi-level marketing arrangements; shell banks, shell companies used to defeat beneficial ownership transparency, or bearer-share structures where the ultimate beneficial owner cannot be identified; cannabis, CBD, Delta-8 or Delta-9 THC products or related businesses in any form; any activity involving privacy coins or anonymity-enhanced cryptocurrencies (including but not limited to Monero, Zcash, or Dash); any other activity that is illegal in the jurisdiction in which it occurs or in which you are established or operating; licensed gambling or gaming businesses, adult or sexual entertainment businesses (legal, adult, consensual), licensed firearms and ammunition dealers, tobacco or tobacco-related product businesses, payment aggregators or third-party payment processors, private ATM owners or operators, or pawnshops or pawnbrokers, in each case where you are seeking to use our Services as a direct customer in respect of such activities; or unlicensed or unregulated financial services, cryptocurrency, DeFi, NFT, staking businesses, or unlicensed payment service providers, except where the intermediary through whom we are serving such customers is itself regulated;
 - 5.8.3. misuse our Services, for example, by attempting to gain unauthorized access, introducing viruses, trojans, worms, logic bombs, or other materials which are malicious or technologically harmful or attempt to gain unauthorized access to our Website, our servers, computers, or databases;
 - 5.8.4. reproduce our Services, Website or App in any form or store or incorporate them into any information retrieval system, electronic mechanical or otherwise, or copy, emulate, clone, rent, lease, sell, commercially exploit, modify, decompile, disassemble, distribute, reverse engineer, or transfer or any portion thereof;

- 5.8.5. use any device, software or routine to interfere or attempt to interfere with the proper working of the Services and/or take any action that imposes an unreasonable or disproportionately large burden on our or third-party systems;
 - 5.8.6. use the Services in any manner that could be deemed false and/or defamatory, abusive, vulgar, hateful, harassing, obscene, profane, threatening, invasive of a person's privacy, or in violation of any third-party rights; in particular, you must treat all our staff and representatives with courtesy and respect. Abusive, threatening, harassing, or otherwise offensive behavior — whether verbal, written, or physical — will not be tolerated under any circumstances;
 - 5.8.7. register more than one (1) account with us;
 - 5.8.8. use our Services for speculative trading;
 - 5.8.9. use our Services to send Transfers on behalf of someone else;
 - 5.8.10. let someone else use your Security Details to use your account. If you do, we will have to assume it's you and we will not be responsible for any losses or liabilities you incur as a result of misuse or disclosure of information about your account by that other person;
 - 5.8.11. send or receive what could reasonably be believed to be potentially fraudulently gained funds;
 - 5.8.12. provide false, inaccurate, or misleading information;
 - 5.8.13. refuse to verify any information you provide to us, including proof of identity, or refuse to co-operate in any investigation; or
 - 5.8.14. request a chargeback on a Payment Method you have used for a Transfer in any way that may be illegitimate or abusive. Your bank will usually expect you to try to resolve these issues with us first before seeking a chargeback.
- 5.9. You represent and warrant, on the date of this Agreement and each time you use the Services, that you, your Authorized Users, your ultimate beneficial owners and directors, and each Recipient are not Restricted Persons. You must notify us promptly if you, any Authorized User, any beneficial owner or director, or any Recipient becomes a Restricted Person or becomes subject to any investigation or proceeding relating to sanctions.
- 5.10. You agree that you will not use the Services, directly or indirectly: (a) in or involving any sanctioned territory; (b) to send funds to, receive funds from, or otherwise transact with any restricted person; or (c) in any manner that would cause you or us to breach, or become the target of, sanctions or applicable export control or anti-boycott laws. We may take any action we consider appropriate to comply with sanctions and applicable law, including screening you, your Authorized Users and any Recipient, and refusing, delaying, blocking, freezing, suspending, reversing or reporting any Transfer, instruction or account. Where we are required to block or freeze funds, we may be prohibited from returning or releasing them to you, and we will not be liable to you for doing so. Notwithstanding any other provision of this Agreement, including any provision relating to refunds or the return of funds on termination, we will not return, refund or release funds where doing so would, in our reasonable opinion, breach sanctions or applicable law.

6. TRANSFERS

- 6.1. To make Payment Instructions for Transfers you must:
- 6.1.1. provide information about your Transfer including the full name of the Recipient and the amount to be transferred. Depending on the details of the Transfer, you must also provide Recipient information that we request from you, such as the following. We may also ask for additional information or update this list in the future.

- 6.1.1.1. routing number and account number;
 - 6.1.1.2. mobile phone number associated with their own Service Provider account; or
 - 6.1.1.3. wallet address / ID.
- 6.1.2. select your Payment Method;
- 6.1.3. provide us with any additional information we may request relating to the Payment Instruction; and
- 6.1.4. confirm the Payment Instruction; this will be your consent to us making the payment.
- 6.2. We are not obliged to process any particular Transfer. When you submit a Payment Instruction, you are requesting that we process the Transfer on your behalf and consenting to the execution of the Transfer. We may, in our sole discretion, choose whether or not to accept the offer to process that Transfer.
- 6.3. When you initiate a Payment Instruction, we will provide you with disclosures notifying you of the Fee to be charged (if any), any applicable taxes to be charged by us, and the applicable exchange rate you will receive. The exact amount received by Recipient may also be less due to fees charged by Recipient's Service Provider and foreign taxes.
- 6.4. When you submit a Payment Instruction you authorise us to debit your Payment Method and initiate the Transfer. Once we receive the Payment Instruction, we will start to execute the Transfer immediately. You cannot cancel or change it after it has been submitted. We will provide you with a written confirmation after acceptance of a Payment Instruction.
- 6.5. You must make sure the Payment Instruction is accurate. For example, if you provide the wrong Recipient details, you will send the payment to the wrong account. We will do our best to help you get your funds back, but you will be responsible for any loss if we are unable to. Therefore, it is important you check your instruction carefully before submitting it.
- 6.6. You are responsible for making sure that your designated Recipients are legitimate/genuine. While we are committed to fighting fraud and will try to support you if you are subjected to a scam, we are not responsible for loss or damages resulting from payments or transfers made by you to fraudulent third parties.
- 6.7. We will treat a Payment Instruction as received at the time you confirm the Payment Instruction, whether or not that is during a Business Day.
- 6.8. Transaction times may be longer in the event that the Recipient's Service Provider chooses to perform further due diligence on the Transfer. Delivery times quoted on the App, Website or elsewhere are representative for the "normal"/average service and are not a guarantee of an individual Transfer time.
- 6.9. For security reasons, we may require you to re-enter your Security Details or otherwise confirm your identity to finalize Payment Instructions or access certain functions.
- 6.10. If you have made a Transfer for cash pick-up and the cash is not picked up by the Recipient within thirty (30) days of when it was first made available, we may cancel the Transfer and refund the amounts to the Payment Method used. This is subject to the timings and conditions set by our payment processing partners.

Recurring / scheduled Transfers

- 6.11. You may set up a scheduled/recurring Transfer by entering the Recipient's details, the amount to be transferred, and the frequency or date on which the Transfer is to be executed. We may ask for additional information before setting up a scheduled/recurring Transfer. Scheduled/recurring Transfers may be set up on a fixed-amount basis or on a variable-amount basis where the Transfer amount may differ between payment cycles.

- 6.12. You may cancel a scheduled/recurring Transfer at any time before the end of the Business Day before the next payment is due to be sent. You may also amend the amount, frequency, recipient details, or execution date of a scheduled Transfer before that same deadline. Any amendment to a scheduled Transfer constitutes a new Payment Instruction in respect of the amended details, and you will be required to authenticate and confirm the amendment before it takes effect. We are not responsible for any Transfer that has already been executed before the time of your cancellation or amendment request.
- 6.13. For variable-amount scheduled/recurring Transfers, you are responsible for ensuring that the correct amount is specified in advance of each execution date in accordance with any instructions we provide. Where the amount for a forthcoming cycle has not been confirmed by the applicable deadline, we may decline to execute that Transfer.
- 6.14. It is your responsibility to ensure that your Taptap Send Account contains sufficient funds to cover each scheduled/recurring Transfer before its scheduled execution date. If your Taptap Send Account does not contain sufficient funds at the time we attempt to execute a scheduled/recurring Transfer:
- 6.14.1. we will not execute that Transfer;
 - 6.14.2. we will notify you as soon as reasonably practicable that the Transfer has failed; and
 - 6.14.3. we will not automatically retry the Transfer, and you will be responsible for resubmitting it if you wish the payment to be made.
- 6.15. We are not responsible for any loss you suffer as a result of: (a) a Transfer failing due to insufficient funds in your Taptap Send Account; (b) your failure to cancel or amend a scheduled/recurring Transfer before the applicable deadline; or (c) a delay or failure caused by the recipient's Service Provider after we have dispatched the funds.
- 6.16. If this Agreement is terminated, we will cancel all scheduled/recurring Transfers that have not yet been executed at the date termination takes effect. We will not execute any scheduled/recurring Transfer after the date of termination, regardless of whether it was set up before termination. We are not responsible for any loss arising from the cancellation of scheduled/recurring Transfers on termination.

Batch Payments

- 6.17. The batch payment service allows you to submit multiple Payment Instructions simultaneously by uploading a batch file. We will specify from time to time the file formats, field requirements, and technical specifications that batch files must comply with, which will be published on our website. A batch file that does not comply with our specifications may be rejected in full.
- 6.18. Batch files are subject to daily cut-off times. A batch file received by us before the cut-off time on a Business Day will be treated as received on that Business Day. A batch file received after the cut-off time, or on a day that is not a Business Day, will be treated as received on the next Business Day for the purposes of determining our execution obligations under this agreement. Cut-off times applicable to batch submissions are published on our website and may be updated from time to time on reasonable notice.
- 6.19. Before submitting a batch file you must ensure that your Taptap Send Account contains sufficient funds to cover the total value of all Payment Instructions in the batch, together with all applicable fees. Submission of a batch file does not reserve or ring-fence funds in your Taptap Send Account. If your Taptap Send Account balance falls below the amount required to cover the remaining items in a batch during processing, we may stop processing the batch at that point and the remaining items will not be executed. We are not responsible for any loss arising from the suspension of batch processing due to insufficient funds.
- 6.20. Once you submit a batch file and it is received by us, each Payment Instruction within the batch becomes irrevocable from the point at which we begin processing that individual item. Before processing of the batch has commenced, you may request cancellation of the entire batch by contacting us immediately. We cannot guarantee that a cancellation request will be actioned before

processing begins, and we are not responsible for any items executed before a cancellation request is received and actioned by us.

- 6.21. Where we are unable to execute one or more Payment Instructions within a batch - whether due to insufficient funds, invalid recipient details, or any other reason - we will execute the remaining items in the batch to the extent possible. We will not execute a failed item as part of a later batch or separately unless you resubmit it. Following completion of batch processing we will make available to you a batch execution report setting out the status of each Payment Instruction, including the amount transferred, the execution date, and the reason for any non-execution.
- 6.22. Rejection of individual items. We may reject an individual Payment Instruction within a batch, without rejecting the rest of the batch, where:
 - 6.22.1. the Payment Instruction contains incomplete, incorrect, or improperly formatted information;
 - 6.22.2. executing the Payment Instruction would put you over any applicable limit;
 - 6.22.3. we reasonably suspect the Payment Instruction is fraudulent or that you may be a victim of a scam; or
 - 6.22.4. any other ground on which we may refuse a Payment Instruction under Section 7 applies to that item.
- 6.23. You are responsible for ensuring the accuracy of all Payment Instructions within a batch file before submission. If a batch file contains an incorrect unique identifier or recipient details for any item, we are not responsible for any resulting misdirected payment in respect of that item. You acknowledge that the volume of payments within a batch increases the risk of input errors, and that it is your responsibility to implement appropriate internal controls to verify batch files before submission.
- 6.24. No liability for batch processing in accordance with this Agreement. We are not responsible for any loss arising from our processing a batch file in accordance with this Agreement, including where: (a) partial execution occurs due to insufficient funds; (b) individual items are rejected; (c) processing is delayed because the batch file was received after the applicable cut-off time; or (d) a batch file is rejected in full because it does not comply with our technical specifications.

7. OUR RIGHT TO REFUSE, SUSPEND OR CANCEL A PAYMENT INSTRUCTION OR THE SERVICES

- 7.1. You agree that we may apply limits to the amount you can send to Recipients. We may do so either on a per Transfer basis or on an aggregate basis.
- 7.2. We may delay or suspend a Service including (but not limited) to the following:
 - 7.2.1. to verify your identity or the identity of a Recipient;
 - 7.2.2. to respond to any security alerts which we receive in relation to your use of the Services;
 - 7.2.3. to validate your Payment Instruction;
 - 7.2.4. due to system outages or instruction by Service Providers or banking partners; or
 - 7.2.5. otherwise to comply with applicable law.

Suspension

- 7.3. We may refuse any Payment Instruction, or suspend your use of the Services if we believe that:
 - 7.3.1. it would put you over any applicable limits or you do not have sufficient funds available on your Payment Method;

- 7.3.2. the Payment Instruction contains incomplete, incorrect, or improperly formatted information;
 - 7.3.3. it would violate this Agreement;
 - 7.3.4. it is unauthorized (e.g. someone else is trying to use the Services without your permission);
 - 7.3.5. it is fraudulent (including where we suspect that you may be a victim of a scam);
 - 7.3.6. you may be acting illegally; or
 - 7.3.7. we are required to do so by law.
- 7.4. We will generally inform you before or immediately after refusing a Payment Instruction or suspending your use of the Services and provide our reasons for doing so. However, we will not provide reasons or any information if doing so is against the law or would compromise our security measures.

8. UNAUTHORIZED TRANSFERS; REFUNDS

- 8.1. You should check your transactions history regularly and frequently on your Taptap Send Account on the website and should contact Customer Support immediately if you have any questions or concerns. In case of a payment that was incorrectly executed due to an error by us, we shall at your request and subject to Section 9 below, promptly refund the payment amount including all fees deducted therefrom if provided that you notify us of the error within 60 days of the date the transaction was executed and our investigation confirms the error was caused by us. This shall not apply if an unauthorized payment is initiated by a person other than you due to your failure to keep your Security Details safe. For the avoidance of doubt, to the extent the security of the mobile device or email account used by you to access the Services has been compromised, we shall not be liable for any funds lost, or any unauthorized payments made, as a result of such compromise.
- 8.2. To the extent required by law, you may be entitled to a refund in some cases. You must notify us without undue delay, and in any event no later than one (1) day after the Transfer occurs if someone made a Payment Instruction without your permission.
- 8.3. We may refuse your request for a refund if we can show that:
- 8.3.1. you have acted fraudulently;
 - 8.3.2. you intentionally or with gross negligence did not take all reasonable steps to keep your Security Details secret;
 - 8.3.3. the Recipient received the money; or
 - 8.3.4. there was a mistake in the Payment Instruction (e.g. the Recipient's account details) which you gave us.
- 8.4. A request for a refund for a Transfer must be submitted in writing.
- 8.5. If we have executed the Transfer in accordance with your Payment Instruction, and that information proves to have been incorrect, we are not responsible for the error. We will however make reasonable efforts to recover the funds.
- 8.6. Refunds will be credited automatically to the Payment Method used to fund the Transfer, in the same currency used to fund the Transfer. We may request additional details from you to process the refund.

9. LIABILITY

- 9.1. Except as expressly stated in this Agreement, and to the maximum extent permitted by applicable law, the Services, the App and the Website are provided on an "AS IS" and "AS AVAILABLE" basis,

with all faults and without warranties of any kind. WE AND OUR SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY AND NON-INFRINGEMENT. We do not warrant that the Services, the App or the Website will be uninterrupted, timely, secure, error-free or free of viruses or other harmful components, that any defect will be corrected, or that any Transfer will be completed within a particular time. No advice or information, whether oral or written, obtained from us gives rise to any warranty not expressly stated in this Agreement. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you, in which case our warranties are limited to the minimum extent required by applicable law.

- 9.2. Subject to applicable law and at our request, you agree to defend, indemnify, and hold harmless Taptap Send, and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.
- 9.3. Where we have materially breached this Agreement causing a loss to you, we will refund you the Transfer and any Fee charged. Except to the extent otherwise provided by law, we expressly limit our liability for that loss to the amount of any Fee that was paid to us. This liability cap applies to any single Transfer, act, omission, or event and to any number of related Transfer, acts, and omissions or events.
- 9.4. We will not be responsible for damages caused by:
 - 9.4.1. any hardware, software, protocol or internet connection outside our control not functioning properly;
 - 9.4.2. through no fault of ours, insufficient funds in your Taptap Send Account to make the Transfer or the Transfer would exceed a limit;
 - 9.4.3. any failure to perform the Service as a result of circumstances which could reasonably be considered to be due to abnormal and unforeseen circumstances outside our reasonable control, which may for example include delays or failures caused by problems with another system or network (including those of our Service Providers), mechanical breakdown, or data-processing failures;
 - 9.4.4. any suspension or refusal to make, receive, or otherwise facilitate payments which we or a Service Provider reasonably believes to be made fraudulently, in breach of this Agreement or without proper authorization;
 - 9.4.5. a Service Provider;
 - 9.4.6. a failure on the part of a banking partner;
 - 9.4.7. us or a Service Provider meeting our obligations under any applicable laws, rules, or regulations; or
 - 9.4.8. errors on the Website or App or with the Services caused by incomplete or incorrect information provided to us by you or a third party.
- 9.5. We are not, in any event, responsible for any funds after they are provided to a Recipient (whether in the Recipient's account or collected via a Service Provider).
- 9.6. Notwithstanding anything in this Agreement to the contrary, neither we nor our Service Providers (including our and their group companies, officers, agents, partners, contractors, and employees) shall have any liability under any theory of tort, contract, unjust enrichment, strict liability, or other

legal or equitable theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is excluded by us, regardless of whether or not we had foreseen, or could have foreseen, or has been advised of, the possibility of such damages.

9.7. To the extent permitted by applicable law, any claim or dispute arising out of or relating to this Agreement or your use of the Services must be commenced within one (1) year after the cause of action accrues. Otherwise, the claim or dispute is permanently barred. This limitation applies regardless of the form of the claim and is in addition to, and does not extend, any shorter notification period stated elsewhere in this Agreement.

9.8. For the avoidance of doubt, Service Providers conduct their activities in their capacity as regulated institutions (where applicable) and are responsible for their own regulatory obligations (e.g. reporting obligations).

10. KEEPING YOU INFORMED

10.1. It is important that you keep your contact details up to date so we can contact you and provide notices.

10.2. We may contact you or any Authorized User through your account, by email, phone, or mail.

10.3. If we contact you by mail, we will send it to your main business correspondence address and / or registered office. You must notify us promptly if your contact details or those of any Authorized User change. If you fail to do so, we will not be responsible if you miss important information.

10.4. For urgent matters, such as suspected fraud, we will contact you or an Authorized User using the fastest and most secure method. You or the Authorized User may need to verify your identity for security purposes.

11. CHANGES TO THE AGREEMENT

11.1. We may update this Agreement, our Fees and the Services from time to time, for example to reflect new features or changes in our business, partners, or applicable law.

11.2. When we make changes, we will post the updated Agreement on the Website and update the "last updated" date. Changes take effect on the date we specify. Posting on the Website is sufficient notice, and it is your responsibility to check the Website from time to time.

11.3. If you continue to use the Services after the changes take effect, you accept them. If you do not, you may close your account at any time before then, free of charge, by contacting us. Changes required by law, needed for security or fraud prevention, or that are solely to your benefit may take effect immediately.

12. ENDING THE AGREEMENT

12.1. This Agreement will continue until you or we end it. Upon termination of this Agreement for any reason, your Taptap Send Account and terms will automatically terminate.

12.2. You can end this Agreement and your access to the Services at any time free of charge by contacting us in writing.

12.3. We can end this Agreement and your access to the Services immediately if:

12.3.1. we reasonably believe you are using the Services fraudulently or illegally;

12.3.2. we are required to do so by applicable law, regulation, court order or regulator instructions;

12.3.3. if you haven't given us any information we need, or we reasonably believe that information you have provided is incorrect or not true; or

12.3.4. if you have broken this Agreement in a serious or persistent way, and you haven't put the matter right within a reasonable time of us asking you to.

12.4. We will inform you if we end the Agreement immediately as soon as we can, if the law allows.

12.5. When this Agreement ends, we will stop processing any new Payment Instructions and seek to refund any amounts held in your Taptap Send Account. We will continue processing Payment Instructions that were submitted and are still pending when the Agreement ends. Your payment obligations to us will continue after the Agreement ends.

13. **COMPLAINTS**

13.1. If you have a complaint regarding errors or questions about your electronic transfers or if you have a complaint related to your use of the Service, Taptap Send Customer Support can be reached at:

business-support@taptapsend.com

5 W Mendenhall St, Bozeman, MT 59715-3559

14. **FEES AND EXCHANGE RATES**

14.1. Our Fees and live exchange rates are available on our Website and in the App. Fees are due when you submit your Payment Instruction, and are non-refundable. We will let you know the exact amount you must pay in the App or on the Website before you are asked to confirm your Payment Instruction.

14.2. Our exchange rate is the rate set by us for the relevant currency pair and Service, which will generally change on a daily basis. For some currencies, there will be a difference between the exchange rate at which we buy foreign currency and the exchange rate provided to you, which is designed to cover our costs.

14.3. You are responsible for any taxes which may be due by you because of your use of our Services, and it is your responsibility to collect, report, and pay the correct tax to the appropriate tax authority.

14.4. Others might impose taxes, fees, or charges on you, e.g. for use of a particular Payment Method to fund a Transfer.

14.5. Others might impose taxes, fees, or charges on the Recipient, e.g. a Service Provider may charge a fee to withdraw the Transfer. We may offer you the option of sending additional funds to cover the cost of that fee.

14.6. Your Payment Method may give you chargeback rights. You agree that you will not request a chargeback for reasons for which we are not responsible, such as a dispute with your Recipient. We may charge you for our costs associated with your chargebacks.

14.7. If at any time you owe us any Fee, refund, reversal, chargeback, tax, or other amount, you must repay that amount to us immediately. You authorize us to recover the amount owed by (a) deducting it from the Taptap Send Account; (b) deducting it from any future Transfer or Payment Method; (c) invoicing you. Failure to repay when due is a breach of this Agreement, and we may charge the reasonable costs of recovery and suspend the Services until you repay.

14.8. Any and all fees payable by you will be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any governmental authority (including any interest, additions to tax or penalties applicable thereto). Specifically, however, if at any time any governmental authority, applicable law, regulation or international agreement requires you to make any withholding or deduction from any such payment or other sum payable, deemed paid, or owing hereunder to Taptap Send, you shall be permitted to make such withholding and deduction, provided, however, that the amount of such fee, payment or other sum payable hereunder will be increased to the extent necessary to ensure that, after the making of such required withholding or deduction, Taptap Send receives a net sum equal to

the sum which it would have received had no withholding or deduction been required and you shall pay the full amount withheld or deducted to the relevant governmental authority. Meanwhile, should there be a requirement under a law for us to withhold or deduct any tax in connection with your use of the Services, we shall withhold the amount and pay it to the relevant tax authority, and remit the net amount to the designated payee.

- 14.9. You acknowledge and agree that we may file informational reports to tax authorities about payments you receive via certain Services for goods and services in commercial transactions. For customers residing in the United States or whose business is registered in the United States, we may be required to report to the Internal Revenue Service the total amount of payments and the total number of payments you receive via the certain Services in each calendar year in accordance with applicable regulations. We may also be required to file similar informational reports to applicable state and local governments.

15. **INTELLECTUAL PROPERTY**

- 15.1. The Website, App and the Services, the content, and all intellectual property relating to them and contained in them (including but not limited to copyrights, patents, database rights, trademarks, and service marks) are owned by us, our affiliates, or third parties. All rights, title, and interest in and to the Website, App and the Services shall remain our property and/or the property of such other third parties.

- 15.2. The Website, App and the Services may be used only for the purposes permitted by this Agreement. You are authorized solely to view and to retain a copy of the pages of the App and Website for your own personal use. You may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the internet, or in any way distribute or exploit the Website, App, or Services, or any portion thereof for any public or commercial use without our express written permission. You may not: (i) use any robot, spider, scraper, or other automated device to access the Website, App or the Services; and/or (ii) remove or alter any copyright, trademark, or other proprietary notice or legend displayed on the Website or App (or printed pages of the Website or App). The name "Taptap Send" and other names and indicia of ownership of Taptap Send's products and/or services referred to on the Website and App are our exclusive marks or the exclusive marks of other third parties. Other products, services, and company names appearing on the Website and App may be trademarks of their respective owners, and therefore you should not use, copy, or reproduce them in any way.

16. **CONFIDENTIALITY**

- 16.1. You will keep confidential and will not disclose to any third party any Confidential Information obtained in connection with the Services, and will use such Confidential Information only for the purposes of performing your obligations or exercising your rights under this Agreement.
- 16.2. "**Confidential Information**" means all information relating to this Agreement (including the existence and terms of this Agreement), the Services, pricing, operational processes, and technical information, which is disclosed by us to you in connection with the Services.
- 16.3. The obligation of confidentiality shall not apply to any disclosure:
- 16.3.1. required by applicable law, any court of competent jurisdiction, or any regulatory authority;
 - 16.3.2. made to your professional advisers who are themselves bound by equivalent obligations of confidentiality;
 - 16.3.3. of information already lawfully in your possession at the time of disclosure;
 - 16.3.4. of information that is or becomes part of the public domain otherwise than through breach of this Section; or
 - 16.3.5. made with our prior written consent.
- 16.4. Your obligations under this Section shall continue for a period of five (5) years following the termination of the Services.

17. **YOUR DATA**

- 17.1. We will ensure that all your personal information is held in accordance with the data privacy and security provisions of applicable law and our published Privacy Policy. Please make yourself familiar with the Privacy Policy. We may amend the Privacy Policy by an update on the Privacy Policy page of the Website. You may review the Privacy Policy at any time on the Website.
- 17.2. You acknowledge and agree that we reserve the right to access and disclose personal data relating to you to comply with all applicable laws and lawful requests from government and/or other regulatory authorities, and/or to protect us, customers and other users; and to disclose personal data to third parties if we have reasonable reason to believe your use of the account is in violation of these terms or if we are otherwise obliged or needs to disclose such information to any relevant authority.

18. **COMMUNICATIONS**

- 18.1. To the fullest extent permitted by law, this Agreement and any other agreements, notices or other communications from Taptap Send to you regarding our services being offered ("**Communications**") may be provided to you electronically, and you consent and agree to receive Communications in an electronic form.
- 18.2. The Services do not allow for Communications to be provided in paper format or through other non-electronic means. You may withdraw your consent to receive Communications electronically, but if you do, your use of the Services will be terminated. To withdraw your consent, you must contact us by email.
- 18.3. You can access and download account statements and Transfer History by accessing your Taptap Send Account. Carefully review your statements each statement period and notify us of any errors. You also have a right to obtain a sixty (60) day history of your Transfer History by contacting us.

- 18.4. Apart from communicating via e-mail, we may contact you via letter, telephone, SMS, messaging applications, or mobile phone, where appropriate, and we may require communication via SMS in order to authenticate payments, help you reset your password, authenticate other activity or for other security purposes.
- 18.5. By providing us with a telephone number, you expressly consent to receiving non-marketing communications from us and our affiliates and agents at that number. Calls and messages may incur access fees from your cellular provider.
- 18.6. If you are unsure whether a communication you received originated from us, please contact Customer Support to confirm.
- 18.7. You may contact us at any time by sending a message to Customer Support using the contact details in Section 13.

19. **OTHER IMPORTANT TERMS**

- 19.1. **No Third-Party Rights:** Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions are for the sole and exclusive benefit of the parties to this Agreement and their successors and permitted assigns.
- 19.2. **Language:** This Agreement is made in English. We may make available different languages for communication, but we reserve the right to communicate with you in English and you will always accept communications made to you in English. Documents or communications in any other languages are for convenience only and shall not constitute an obligation on us to conduct any further communication in that language.
- 19.3. **Waiver:** If you have broken the Agreement and we don't enforce our rights, or we delay in enforcing them, this will not prevent us from enforcing those or any other rights at a later date.
- 19.4. **Transfer of rights:** You may not transfer any of your rights or obligations under this Agreement to anyone else. We may transfer or assign this Agreement and/or any of our rights and/or obligations under this Agreement at any time without your consent.
- 19.5. **Entire Agreement:** This Agreement is the entire agreement between you and us. It replaces any earlier understandings, agreements, or discussions between you and us about the subject matter of this Agreement, use of the Website, App and/or our Services.
- 19.6. **Severability:** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will not be affected in any way and you agree to accept a replacement of such provision.
- 19.7. **Conflicts:** This Agreement governs Taptap Send Services. The Erebor Bank Deposit Account Relationship Agreement governs Taptap Send Accounts. In the event of a conflict, the agreement governing the relevant service will control. Notwithstanding the foregoing, arbitration provisions shall be governed by the agreement applicable to the service giving rise to the claim.

20. **DISPUTE RESOLUTION; JURY TRIAL WAIVER; CLASS ACTION WAIVER; ARBITRATION**

- 20.1. You agree that, except where preempted by federal law, this Agreement is governed by the laws of the State of Ohio.
- 20.2. If you want to take legal action against us in the courts, only the courts of Ohio can deal with a dispute between us in connection with this Agreement and our Services.

- 20.3. You understand that we may from time to time receive legal documents, "Legal Process," in connection with your account with us, including writs of attachment, execution or garnishment, tax withholding orders, levies, restraining orders, subpoenas, warrants, injunctions, requests for information from government agencies, search warrants, forfeiture orders. You agree that we are not required to contest any Legal Process. We may in our discretion notify you of our receipt of the Legal Process, but may not be required to do so under applicable law.
- 20.4. We and you acknowledge that the right to a jury trial is a Constitutional right that may be waived in certain circumstances. To the extent permitted by law, you and we knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this Agreement or your relationship with Erebor Bank or Taptap Send. This jury trial waiver does not affect and shall not be interpreted as modifying the arbitration and class action waivers set forth in the next sections, which contain their own jury trial waivers.
- 20.5. You and Taptap Send agree that any dispute, claim or controversy arising out of or relating to this Agreement or your use of the Services will be conducted only on an individual basis and not as part of any class, consolidated, or representative action. You waive any right to participate as a class representative or class member.
- 20.6. Any claim, dispute or controversy ("**Claim**") arising from or in any way relating to this Agreement shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules. This arbitration agreement (the "**Arbitration Provision**") is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). For a copy of AAA's procedures, to file a Claim or for other information, contact AAA at: 335 Madison Avenue, New York, NY 10017; website at www.adr.org.
- 20.7. **ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**
- 20.8. All determinations as to the scope, interpretation, enforceability, and validity of this Arbitration Provision shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.
- 20.9. **Location of arbitration and costs.** Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. We will pay arbitration filing, administrative, and arbitrator fees as required by applicable law or arbitration rules. Each party shall bear its own attorneys' fees unless otherwise awarded under applicable law.
- 20.10. **Survival.** If any portion of this Arbitration Provision is inconsistent with this Agreement, or with this Agreement or any other agreements governing any product or service provided by Taptap Send, this Arbitration Provision shall govern. It shall survive the termination of any product or service provided by Taptap Send, termination of any agreement into which you enter with Taptap Send, and any withdrawal or denial of or determination on any application for a Taptap Send Account; and you understand and agree that this Arbitration Provision applies not only to this Agreement but also to any subsequent agreement (including without limitation any agreement governing any product or service) into which you enter with Taptap Send. For the avoidance of doubt, this arbitration provision applies only to claims governed by this Agreement and does not supersede arbitration provisions contained in other agreements governing different services. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration

Provision.

- 20.11. **Small Claims Exception.** The parties agree that this Arbitration Provision is not applicable to “small claims,” meaning those claims that either party is entitled to file and maintain in an appropriate small claims court or any action where the total amount in controversy is no greater than \$10,000, including any claims for attorney’s fees and non-monetary relief.
- 20.12. **Coordinated claims.** If twenty five (25) or more Claimants submit similar Notices or file similar arbitrations against us that raise substantially similar issues of law or fact and are represented by the same or coordinated counsel (a “Mass Arbitration” as defined in the AAA Mass Arbitration Supplementary Rules), the Claims shall be administered and resolved in staged proceedings consistent with those rules and this Section. You agree that this process may result in delayed resolution of your Claim. In the first stage, the parties will each select up to twenty five (25) claims (fifty (50) total) to be filed and arbitrated individually before separate arbitrators. If fewer than fifty (50) Claims exist, each side may select up to half of the total Claims. Where reasonably practicable, arbitrators shall be selected consistent with the AAA’s commercial rules, including consideration of the claimants’ home states. Except as provided below, no other arbitrations within the Mass Arbitration shall proceed while Stage One is pending. The AAA shall administer the arbitrations in accordance with its rules and shall assess and collect fees only for the arbitrations actually proceeding at that stage. This subsection does not apply to claimants not represented by the same or coordinated counsel. After Stage One, the parties shall participate in a single mediation addressing all remaining claims for which we will pay the mediator’s fees, consistent with applicable law and AAA rules. If Claims remain unresolved after mediation, the parties shall proceed with a second stage of up to fifty (50) claims selected and arbitrated individually, followed by mediation. If claims remain after the second stage, the process shall continue with these modifications but with up to one hundred (100) claims arbitrated in subsequent stages. After stage two, Claims shall be randomly selected by the AAA or its designee; arbitrators from prior stages may be appointed if additional arbitrators are not reasonably available; and mediation shall be optional at the election of claimants’ counsel. This staged process shall continue until all claims are resolved. For any Claim subject to this Section, any applicable statute of limitations or contractual limitations period shall be tolled from the date the initial bellwether claims are selected until the claimant’s claim is selected for arbitration, withdrawn, or otherwise resolved. A court of competent jurisdiction may enforce this Section, including by enjoining the filing or prosecution of arbitrations or the assessment or collection of arbitration fees inconsistent with this Section or the AAA Mass Arbitration Supplementary Rules. If there is a final judicial determination that the staged process set forth in this Section is unenforceable, the Claims may proceed in arbitration. In that event, AAA and arbitrator fees shall be assessed and paid only as arbitrations proceed and arbitrators are appointed, rather than at the time of initial filing.
- 20.13. **Right to opt-out.** If you do not agree to this Arbitration Provision, do not use the Services. To close your account, contact us. You can also opt-out of the Arbitration Provision by sending an email from your email address on file with Taptap Send to support@taptapsend.com describing this Agreement and stating that you are rejecting the Arbitration Provision. A rejection notice is only effective if it is received by Taptap Send not more than thirty (30) calendar days after opening your account. Even if you reject this Arbitration Provision, the Jury Trial Waiver shall remain valid and effective, and will be incorporated into the Agreement. If you reject this Arbitration Provision, it will not affect any other provisions of the Agreement or your obligations under the Agreement. If you do not properly reject this Arbitration Provision, it will be effective as of the date you accept the Agreement.