



PopID and PopPay Middle East User Agreement and Terms of Use

PopPay is a service of PopID, Inc.

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Welcome to PopID, Inc.'s website (including www.popid.com, www.poppay.ae and www.poppay.qa), products, and services, including the PopID App ("App"), which allows you to authenticate yourself using your stored biometric information, such as images of your face and/or palms, for various things including checking in for loyalty participation, getting into events and venues, and making purchases using your stored payment information, at participating businesses ("Merchants"). PopID, Inc. ("we," "us," and "our") refers to our websites as the "Site(s)," and our Sites, apps, accounts, products, and services, including PopPay, collectively as our "Services." You are one of the many individuals who visit our Site, register for an account, or use our Services (each a "user" and collectively "users").

We want you to have a special experience while visiting our Sites and using our Services and that when you do so you are fully aware of your respective legal rights and obligations. For this reason, and for our users in the Middle East region, we have created this PopID and PopPay Middle East User Agreement and Terms of Use ("User Agreement" or "Terms") as the legally binding contract between you, the person visiting our Site or using our Services, on the one hand, and PopID, on the other hand.

You agree to comply with all terms and conditions of this User Agreement, as amended from time to time. This User Agreement includes 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 agreements posted on www.popid.com/legal (or another website we designate) that apply to you:

- Middle East Privacy Policy ("Privacy Policy")
- Middle East Acceptable Use Policy ("Acceptable Use Policy")
- Middle East Consent to Receive Electronic Disclosures ("Consent to Receive Electronic Disclosures")

****PLEASE READ THE TERMS AND CONDITIONS OF THIS USER AGREEMENT CAREFULLY BEFORE USING THE SITES OR SERVICES, BECAUSE THESE TERMS AND CONDITIONS AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.**



◆ **NOTICE REGARDING CONSENT TO FUTURE VAULTING OF BIOMETRIC AND PERSONAL DATA WITH A THIRD PARTY**

As part of our efforts to continuously improve and enhance the Sites and Services, in the future, we may decide to vault all user's registration image(s), along with certain personal information collected from each user, with a third party. By registering for a PopID account, or using the Service, you expressly consent to us vaulting your registration image(s), along with certain personal information collected from you, with a third party selected in our sole discretion, and without obtaining further consent from you. For more information, please see the section below titled "Consent to PopID's Future Vaulting of Biometric and Personal Data."

◆ **NOTICE REGARDING FUTURE CHANGES TO TERMS:**

We may make changes to this User Agreement at any time as stated in this notice and in the section below titled "Future Changes to User Agreement." Any changes we make will be effective immediately when we post a revised version of the User Agreement to the Site. The "Last Updated" date above will tell you when this User Agreement was last updated and posted to the Site. Each time you use the Site, your Account, or the Service, you irrevocably agree to the version of the User Agreement as then posted to our Site. To the maximum extent permitted by law, if the terms and conditions of the User Agreement posted on our website differ from a prior version of the User Agreement that applied to you, then the current version supersedes and governs your use of the Site prospectively from the time of posting on the Site.

◆ **COVID-19 WARNING:**

An inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. **You assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness**—including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after your use of the Service, and regardless of how caused or contracted—and you hereby waive any and all claims and potential claims against PopID—and against any individual or companies affiliated with PopID—relating to such risks, hazards, and dangers.



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1. You Agree to These Terms of this User Agreement and Other Applicable Agreements, Terms, and Conditions

Each time you access or use the Site or any of the Services, including by registering for an Account, clicking a button on a PopPay device to check in or pay, asking a cashier to check in using PopPay, or using PopPay to purchase goods or services from a Merchant, and regardless of whether or not you have registered for an account with PopID, you agree to be bound by this User Agreement (as updated from time to time), our Privacy Policy, Acceptable Use Policy, Consent to Receive Electronic Disclosures (E-Sign Disclosure and Consent) and any additional agreements, terms, and conditions that apply to you or your use of any part of the Services. If you do not agree with any of the terms of this User Agreement, or of the others that apply, including the Privacy Policy, you may not use any part of the Site or Services and must immediately stop using the Site and Services and deactivate your Account (if you have already created a PopID or PopPay account).

Some areas of this Site or Services may be subject to additional agreements, terms, and conditions, which you should read carefully before making any use of those areas. Such additional agreements, terms, and conditions will not change or replace the terms and conditions of this User Agreement, unless otherwise expressly stated.

The terms of this User Agreement apply to your use of the Site and Services exclusively as a user, and not acting as a Merchant. If you are also a Merchant, your use of the Site or Services as a Merchant, or as related to being a Merchant, are governed by the terms of the PopPay Merchant Agreement. Any instance where you utilize the Site or Service as both a user and a Merchant at the same time, or during the same Transaction, you are bound by the terms of this User Agreement for all user related aspects, and the terms of the PopPay Merchant Agreement for any merchant related aspects, and any inconsistency, ambiguity, or conflict between the terms of the two agreements will be resolved against you and in our favor, absent you requesting and obtaining our prior, written interpretation of the terms at issue.

You acknowledge and agree to use the Site or Services in common with the other users and Merchants, and such use must be legal, honest, in good faith and in compliance with our Acceptable Use Policy. You are solely and exclusively responsible for your interactions with other users and Merchants.

2. Age Restrictions

Individuals under age 18 years or under are prohibited from using our Site or Services. If you are under 18 years old, then you MUST immediately cease using the Site and Services and deactivate your Account. At our sole discretion, from time to time, we may request, and you must provide, written verification of your age in the manner and form determined by us in order to continue using the Site and/or Services.

3. Registration for a PopID Account and PopPay Account

You may browse the Sites without registering for an account with PopID. You can also activate our one of our biometric terminals by clicking a button on the terminal or asking the cashier to activate the terminal, without registering for an account with PopID. Even if you have not registered for an account, your use of the Site or Services, including activating our terminals by pressing a button or based on your



communications with a cashier, is your explicit consent to the terms of this Agreement, our Privacy Policy, and the other agreements and documents mentioned in the above section.

You will be required to register for a PopID user account (“PopID Account” or “Profile”) to use certain features of the Sites and Services, including PopPay.

To register for a PopID Account, you must provide us with, at a minimum: (1) your legal name (first and last) as shown on your government issued identification card (i.e. driver license, passport, identification card), (2) your mobile telephone number capable of receiving text or SMS messages, for which you must enter a second factor authentication code we send to your mobile number, (3) a selfie of your face and/or palms taken during the registration process, and (4) your email address, which will be stored and used by us as stated below. You warrant to us that (a) that the name you list on your account is your legal name and matches the name listed on your government issued identification, (b) the telephone number you submit to us is registered to you, (c) and any picture you submit to us during the registration process is a current picture of you. We reserve the right to require additional information be provided to us during the registration process or otherwise, in our sole discretion, at any time.

In order to use certain features on the Site or the Services, including PopPay, you must also register for a PopPay user account (“PopPay Account”), from within your PopID Account by adding a payment method, as described below. You may only maintain one (1) PopID Account and one (1) PopPay Account at any one time. Once you successfully register for a PopPay Account, your PopID Account and your PopPay Account will be one and the same, and the PopID Account, and if registered PopPay Account are collectively and individually referred to as your “PopPay Account,” or simply your “Account.”

You warrant to us that (a) all information you submit to us at any time, including during registration for a Profile and a PopPay Account is true, accurate, current, and complete, and you will immediately notify us, in writing as specified in the Section below titled “Contact Us,” if any of this information changes, or you discover that any information is incorrect or inaccurate.

4. Personal Information, Biometric Information, Use and Sharing of Information, Privacy Policy

As more fully described in our Middle East Privacy Policy, which is available at www.popid.com/privacy, www.poppay.ae/privacy or www.poppay.qa/privacy, or another website or location we designate from time to time, through use of the Site or Services, including but not limited to PopPay, we may receive information from you which is personal to you including, without limitation, your full name, phone number, email address, images of you (including your face and/or palm), payment card information, bank account details, loyalty data, food ordering data, items purchased and prices (collectively, the “Personal Information”). You agree and consent to the terms of our Privacy Policy. You further agree to any revised or amended Privacy Policy posted on our Sites, which constitutes a Notice under this User Agreement.

You acknowledge and agree that to register for an Account and to use certain portions of the Site and Services, including PopPay, you must provide certain images of you, including images of your face and/or both palms, biometric identifiers, and other biometric information, including biometric information we generate from your images, including biometric vectors (collectively, the “Biometric Information”).



In order to among other things, complete transactions, correct errors, resolve disputes regarding transactions, continually enhance our technology-based system and support our ongoing efforts to improve the performance of the Site and Services, we store the images taken by PopPay and PopID devices for each transaction, and you expressly consent to our collection, ongoing processing, use, and storage of such images and information we generate from those images.

You expressly agree and consent to the collection, ongoing processing, use, sharing, and storage of your Personal Information, including your Biometric Information, in accordance with the terms of our Middle East Privacy Policy. To the extent there is any inconsistency between the Terms of this User Agreement and the Privacy Policy as it relates to your Personal Information, the terms of the Privacy Policy shall control and prevail.

In addition, the Site and Services may contain connections to employee management systems, websites, applications, loyalty programs, payment systems, entry systems, and similar platforms, as well as services provided by our partners or third-party service providers, such as NEC, Amazon, Dwolla, Plaid, Heartland, and our credit card/debit card/electronic funds transfer (e.g. ACH) processing partners, including Network International (collectively, the “Third-Party Services”) that are provided or hosted by PopID’s Merchant partners, service providers, and other third parties (collectively, “Third Parties,” and each a “Third Party”).

As more fully described in our Privacy Policy, through use of the Site or Services, including but not limited to PopPay, we may receive information from you and Third Parties which is personal to you including, without limitation, your name, contact information, bank account details, loyalty data, food ordering data, items purchased and prices (collectively, the “Personal Information”).

You expressly agree and consent to Third Parties’ collection, use, processing, and storage of the Biometric Information, and the sharing of the Biometric Information with Third Parties, for the purpose of authenticating your identity and in relation to your use of the Site and Services, including Third-Party Services.

You further acknowledge and agree that: (i) the Third Parties are solely and exclusively responsible for the Third-Party Services and any content offered on or in connection therewith; (ii) Your use of the Third-Party Services is subject to and conditional upon your acceptance of any terms, conditions or policies implemented by the applicable Third Parties, from time to time; (iii) under no circumstances shall we be liable in any way for any disconnections to, content provided by, or errors or omissions in, the Third-Party Services; (iv) we will share your identity and personal information (including your Biometric Information) with such Third Parties solely in relation to your use of the Third-Party Services; and (v) we reserve the right, in our sole and absolute discretion, to discontinue and/or remove any Third-Party Services from the Service.

Through your use of your PopPay Account, we will also receive and collect information of an aggregate and anonymous information (“Non-Personal Information”). You acknowledge and agree that: (a) we may collect your Personal Information and Non-Personal Information; (b) we may share your Personal Information and Non-Personal information with your Bank, the Merchants at which you use the Services, and our partners and Third-Party Service providers, including our payment processors, as reasonably



necessary (collectively the “Authorized Receivers,” and each an “Authorized Receiver”); and (c) the Non-Personal Information, without limitation, with any other person or entity.

5. Consent to PopID’s Vaulting of Biometric Data with Third Party

As part of our efforts to continuously improve and enhance the Service, in the future, we may transfer all Biometric Information, including but not limited to your face and/or palm image(s), and all information we generate from those imagers including vectors, along with your Personal Information, including but not limited to your First Name, Last Name, phone number, email address, and a unique identification number (“Biometric Vault Data”), to a third party, selected in our sole discretion, to vault this data for us. By registering for a PopID account, or using the Service, your expressly consent to us electing at some point in the future, to vault the Biometric Vault Data collected from you or about you, including your registration image(s), with a third party, selected in our sole discretion, without obtaining further consent from you.

Prior to us transferring the Biometric Vault Data, we will provide you notice regarding the transfer and the date they will begin. However, you agree that we will not need to obtain further consent from you to proceed with the transfer of the Biometric Vault Data to the third party we select.

If you do not consent to PopID’s right to transfer the Biometric Vault Data collected from you, including your registration image(s), to a third party in the future you must not register for an Account, and if you already have one, you must stop using and deactivate your Account prior to the deadline stated in the notice we provide to you. If you register for an Account, or continuing using the Sites or Services, and therefore consent at this time, you can still avoid the transfer of your Biometric Vault Data to any third party selected by PopID by deactivating your PopID account prior to the date PopID identifies in the future notice for when the transfers will begin.

6. Your Sharing and Our Use of Your Open Banking Data

One type of “Personal Information” you share with us the details regarding your bank account from your financial institution (“Open Banking Data”) when you enroll your bank account as a Payment Method. When you add your bank account a Payment Method through Plaid (or a similar service we use), you agree to Plaid (or similar entity) establishing a connection between your bank account and us so that we may obtain Open Banking Data regarding your account as long as you maintain that bank account as a Payment Method. We use the Open Banking Data you share with us to make decisions regarding you and your PopID Account, including whether or not to approve transactions you attempt to make, establishing and adjusting limits on your account and transaction, as well as for us to decide, in our sole and absolute discretion, to offer or provide you with interest free, cash flow advances.

7. Creating a PopPay Account with Linked Payment Method

To register for a PopPay Account you must submit to us and successfully link to your PopPay Account one of the payment methods we offer, in our sole discretion, in your region, which may include the following: (1) an accepted debit card or credit card issued by financial institutions we accept (including Visa, MasterCard, American Express, and Discover) (“Card”) or (2) your bank account (“Bank Account”)



at an accepted financial institution which supports sending and receiving electronic fund transfers through certain of our financial partners ("Bank"). Card and Bank Account are each a "Payment Method," and collectively "Payment Methods." You are not permitted to use PopPay unless you maintain at least one Payment Method linked to your Account.

You can manage your Payment Methods in the Payment Methods section of your Account settings. You may link additional Payment Methods to your Account after successfully registering for a PopPay Account, including registering the first Payment Method. If you link a single Payment Method to your Account, it will be designated as the primary Payment Method ("Primary Payment Method"). If you link more than one Payment Method to your Account, the last Payment Method linked will become the Primary Payment Method. When you have more than one linked Payment Methods, you can change the Primary Payment Method from within your Account. If you have two or more Payment Methods, you can unlink one or more as long as one Payment Method is remaining. We may, in our sole discretion, limit the number or type of Payment Methods and/or the frequency at which you can add or change Payment Methods.

You represent and warrant to us that for each Payment Method you link to your Account, or otherwise provide to us at any time, or is linked to your account at your request or for your benefit: (a) is valid and active; (b) belongs to you and has not been obtained, in whole or in part, by fraudulent or illegal means, (c) is the name that matches your Government issued photo identification and that you have listed for your Account; (d) does not contain funds obtained, in whole or part, by illegal and/or fraudulent means or activities; (e) has sufficient funds to satisfy your obligations under this User Agreement, (f) you will sign such documentation and do all things required by us or your card issuer, bank, or financial institution (as applicable) to give effect to the Terms including, without limitation, signing an authorization, and providing additional documents, to allow the withdrawal of funds in accordance with this User Agreement. You further agree to always ensure that all information you submit to us regarding any Payment Method you attempt to link to your Account is true, accurate, current, and complete information, and you will immediately notify us, in writing, if any of this information changes, becomes inaccurate or incomplete, or you discover that any information is incorrect, inaccurate or incomplete.

We may limit the Payment Methods available when you register, link a Payment Method, make a payment, or at any other time, in our sole discretion, for any reason including in order to manage risk.

8. 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, passport, government issued photo identification, and/or other identifying documents.

Anti-money laundering and counter-terrorism financing laws may require that we verify the required identifying information if you use the Sites or the Services. We reserve the right to close, suspend, or limit access to your Account, the Site, and/or Services at any time, in our sole discretion, including in the event that we are unable to obtain information about you required to verify your identity.

9. Account, Password, and Security

Subject to our Privacy Policy, you are responsible for any and all activities that occur in or under your Account. You agree to: (a) immediately notify us of any attempted or actual unauthorized use of your Account or any other breach of security; (b) keep your username and log-in details confidential; and (c) ensure that you promptly logout of your PopPay Account at the end of each session.

10. Using Your PopPay Account – Immediate Charge

You agree to maintain enough money in your Primary Payment Method in your Account to pay for the goods and services you purchase through our Services. When you make a purchase, we will immediately charge your "primary" Payment Method for the amount of the purchase. We may, in our sole discretion, charge any of your Payment Methods registered to your Account immediately, or from time to time in our sole discretion, if the charge to your Payment Method designated as the Primary Payment Method is declined, disputed, returned, or does not go through for any reason. You expressly consent and agree that we also may, in our sole discretion, submit the charge again to your Payment Method designated as the Primary Payment Method, or any of your other Payment Methods, from time to time, until the charge successfully goes through and we receive good funds, without being challenged, returned, reversed.

11. Transactions on Your PopPay Account

You may pay for transactions at any Merchant with your PopPay Account. In processing a transaction to your PopPay Account (collectively "Transactions," and each a "Transaction"), an authentication process may occur for the amount of the Transaction during which the number, status, available credit/funds and/or billing information of your Account will be verified. Your Bank, the issuing bank of the card, and/or PopID may attempt to contact you for additional information during the authentication process and you agree to assist in, and comply with, such authentication efforts. If a Transaction is mutually cancelled by you and the applicable Merchant, for whatever reason, we will request an authorization reversal on your behalf. The reversal times may vary, and we recommend that you contact your bank to learn about their authorization reversal policies.

12. Card Payments

If you use your Card as a Payment Method, your Card issuer may show a pending authorization for a period of time until they release the hold or receive a completed transaction. In addition, Card payments are subject additional rules and regulations, including from the card network and your issuing bank.



13. Bank Account Payments

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. In addition, Transactions you make with your Bank Account as the Payment Method will be shown in your PopPay Account immediately. However, these Transactions will not be shown in, or charged to, your Bank Account immediately. There can be a delay of up to three Business Days before the charge is made to, or shown in, your Bank Account.

If you use your PopPay Account to pay for an item and you use your Bank Account as the funding source for the transaction, remember that your PopPay Account is issued to you by PopID and not your bank. The terms, benefits, and protections associated with your PopPay Account may vary from those that apply to your Bank Account. If you use your PopPay 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 PopPay account may differ from those applicable to your Bank Account.

YOU REPRESENT AND WARRANT THAT ANY BANK ACCOUNT DESIGNATED AS YOUR PRIMARY PAYMENT METHOD CONTAINS FUNDS SUFFICIENT TO COVER THE PAYMENT BEFORE MAKING THE PAYMENT. THIS WILL HELP YOU AVOID OVERDRAFT OR OTHER FEES YOUR FINANCIAL INSTITUTION MAY CHARGE. IN ADDITION, YOU REPRESENT AND WARRANT THAT YOU HAVE SUFFICIENT FUNDS IN YOUR BANK ACCOUNT TO ALSO COVER ALL OTHER TRANSACTIONS YOU MAKE FROM YOUR BANK ACCOUNT BETWEEN THE DATE OF YOUR TRANSACTION AND THE DATE YOUR BANK ACCOUNT IS CHARGED.

If you use your Bank Account as the Payment Method for your Transactions, you have the right to request a receipt, which includes the following information the name of the Merchant, the amount charged to your Bank Account, the date you made the PopPay transaction, the type of transfer, a number or code that identifies the consumer's account or accounts, or the access device used to initiate the transfer, the street address of the location of the terminal where the transfer is initiated, or an identification such as a code or terminal number. The receipt may be provided electronically in a manner and method determined, in the sole discretion of the applicable merchant, or us, to the maximum extent permitted by applicable law.

14. Account Statements

You have the right to receive account statement showing your PopPay Account activity ("Statements"). You may view your PopPay Account Statements by logging into your Account.

15. Limits

We may, in our sole discretion, impose limits on the amount and/or the number of payments and transfers you can send and receive. We may set limits to the Transactions you make both in terms of number, frequency, or amount of one or more Transactions. More specifically, we have the right to impose individual transaction limits, daily limits in number of transactions or amount, or any other limit on



Transactions, or their particulars, in our sole discretion, and without further notice. Limits may change from time to time in our sole discretion.

16. Freezing Account, Limiting Functionality of Account, and Termination of Account

You acknowledge and agree that we may, in our sole and absolute discretion, freeze, suspend, or terminate your Account or use of the Site, or any portion thereof, for any reason, or no reason, and without notice. Upon the freezing or termination of your Account or the Service, you must immediately cease using the Sites and Services. Upon termination of your Account, any Credits that you paid for (if any) will be refunded to you within fifteen (15) Business Days after you provide us with a copy of your government issued photo identification and an address to send the refund. If we terminate your Account, all Promotional Credit, points, and rewards are void and forfeited immediately.

17. Notifications, Errors, and Corrections

You will be notified by text message, through the Site, your PopPay Account, our mobile app, or through another means of communication designated in this User Agreement, when a Transaction is charged to your Payment Method. Data transmission charges may apply. The history of your Transactions can be viewed through your PopPay Account.

You must check your Transaction history and Statements in your PopPay Account regularly, and at least once every 30 days, to ensure there are no errors or inaccuracies. You must notify us, in writing, within 60 days of a Transaction appearing in your PopPay Account Transaction history or Statement if you dispute the charge or contend there are any errors or inaccuracies. If you provide us with such timely notice, we will add PopPay Credits to your PopPay Account if we determine that a clerical, billing, or accounting error has occurred resulting in your Payment Method being charged more than it should have been charged. We may, but are not required, to resolve any other disputes between you and any Merchant regarding any transaction made through the Site, and if we resolve such a dispute, you agree that our resolution is final and binding. If you have questions regarding your Transaction history or Statements, or if you wish to dispute or make a correction to any information shown for a Transaction, please email us immediately at disputes@popid.com.

18. Protection from Unauthorized Transactions

To protect yourself from unauthorized activity in your PopPay account, you should pay close attention to messages we send you and regularly log into your PopPay Account and review your Transaction history. We will notify you of each transaction by sending a message to your mobile phone number registered to your Account. We will also list each of your PopPay Transactions in your Transaction history in your Account. You should review these Transaction notifications to ensure that each transaction was authorized and accurately completed.

a. What is an Unauthorized Transaction

An “Unauthorized Transaction” occurs when a Transaction is made from PopPay account that you did not initiate or authorize, and that did not benefit you. For example, if a payment is made from your PopPay



account and your Biometric Information was not used to authorize the transaction, an Unauthorized Transaction has occurred.

b. What is not considered an Unauthorized Transaction

Transactions that fall into the following are NOT considered Unauthorized Transactions:

- Transactions that are made by the card/account holder, that are made by members of their family or household, that are made with their permission, or from which they or any person in their family or household benefits;
- Invalidation and reversal of a payment as a result of the actions described under Refunds, Reversals, and Chargebacks.

c. Reporting an Unauthorized Transaction

Tell us AT ONCE if you believe your access to your PopPay Account has been lost or stolen, or PopPay Account has been used for a transaction you did not make, including an electronic fund transfer from your linked Bank Account by calling us at +1 (626) 639-0559, by emailing us at support@popid.com, by submitting a dispute on the Contact Us form within your Account, or by writing to PopID, Inc., Attn: Unauthorized Transaction Team, 6800 Owensmouth Avenue, Suite 350, Canoga Park, California 91303.

Telephoning is the best way of keeping your possible losses down. You could lose all the credits in your PopPay Account, and the entire limits of your credit, and all of the money in your Bank Account (plus your maximum overdraft line of credit).

Also, if your Transaction History or Statement shows purchases that you did not make, including any transaction paid from your linked Bank Account, tell us at once. If you tell us within 60 days after we provide you your PopPay Account Statement showing transactions you did not make, you will be eligible for the stated protection for Unauthorized Transactions. If you do not tell us within 60 days after we provided the statement to you, you may not get back any money you lost. Filing a chargeback or reversal with your financial institution related to a PopPay payment does not constitute notice of an Unauthorized Transaction to us. You must contact us directly to notify us of Unauthorized Transactions by calling us (626) 639-0559, by emailing us at support@popid.com, submitting a dispute on the Contact Us form from within your Account, or writing to PopID, Inc., Attn: Unauthorized Transaction Team, 6800 Owensmouth Avenue, Suite 350, Canoga Park, California 91303.

19. Error Resolution

a. What is an error

An “error” means the following:

- When money is either incorrectly taken from your PopPay account or incorrectly placed into your PopPay account, or when a transaction is incorrectly recorded in your PopPay account.
- You send a payment and the incorrect amount is debited from your PopPay account.
- An incorrect amount is credited to your PopPay account.
- A transaction is missing from or not properly identified in your PopPay account statement.



- We make a computational or mathematical error related to your PopPay account.

a. What is not considered an error

The following are NOT considered errors:

- If someone accesses your PopPay Account with your knowledge or permission and makes a transaction (with or 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 described under Refunds, Reversals and Chargebacks.
- You request a receipt or periodic statement documents that we are required to provide to you.
- Routine inquiries about money in your PopPay account or the status of a pending transfer to or from your PopPay 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.

b. In case of errors or questions about your PopPay transactions

In case of errors or questions about your PopPay Transactions, including any that were made using your linked Card(s) or Bank Account(s), you can telephone us at (626) 639-0559, or contact us by emailing us at support@popid.com, submitting a message on the Contact Us form on our website www.popid.com, or writing to PopID, Inc., Attn: EFT Support, 6800 Owensmouth Avenue, Suite 350, Canoga Park, California 91303. Notify us as soon as you can if you think a Transaction on your Transaction History or Statement or receipt is wrong or if you need more information about a Transaction. We must hear from you no later than 60 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 PopPay Transaction 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 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your PopPay account within 10 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 10 Business Days, we may not credit your PopPay account. For errors involving new PopPay accounts or point-of-sale transactions, we may take up to 90 days to investigate your complaint or question. For new PopPay accounts, we may take up to 20 Business Days to credit your PopPay account for the amount you think is in error. We will tell you the results within 3 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 1 Business Day 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.

For this Agreement, a “Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of California or is a nationally recognized federal holiday pursuant to Federal law. The payment of these amounts to you remain subject to the provisions of this Agreement regarding Merchant Disputes and Customer Disputes at all times, including after money has been transferred.

c. 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 PopPay 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 PopPay 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
 - 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.
- Delays related to the time it may take for a purchase transaction to be completed in some situations.
- Your errors in making a transaction (for example, mistyping an amount of money that you are sending).

20. Communications Between You and Us

By providing us your mobile phone number or email address you expressly consent and opt in to receive text messages and emails from us, including our affiliates, using autodialed or prerecorded message calls or text messages to: (i) service your PopID or PopPay branded Accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. You must agree to receive texts to your mobile phone number in order to use and



enjoy the Services offered by PopID. You cannot opt out of receiving autogenerated texts or emails for Transactions you make through our Sites and Services. You can decline to receive other autodialed or prerecorded message calls or texts to your mobile phone number by replying STOP to a message.

The frequency of messages and emails may vary, and standard telephone minute and text charges may apply. Neither we nor your phone carriers are liable for delayed or undelivered messages. Please review our Privacy Policy to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your Personal Information. We may share your mobile phone number and email address with service providers with whom we contract to assist us with the activities listed above, but we will not share your mobile phone number or email address with third parties for their own purposes without your consent. We may communicate with you about your PopPay account and the PopPay services electronically as described in our Consent to Receive Electronic Disclosures. You will be considered to have received a communication from us, if it is delivered electronically, 24 hours after the time we post it to our website or text or email it to you. You will be considered to have received a communication from us, if it is delivered by mail, three (3) Business Days after we send it. Unless you're communicating with us about a matter where we've specified another notice address (for example, our Protection from Unauthorized Transactions process), written notices must be sent by postal mail to: PopID, Attention: Legal Department, 6800 Owensmouth Avenue, Suite 350, Canoga Park, California 91303. 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.

21. Refunds, Reversals, and Chargebacks

a. Refunds for Transactions

When you buy something from a Merchant using PopPay, 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 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). If you refund a transaction, we will retain the fee as specified in the Merchant Agreement.

b. 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 buyer or the Merchant 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 received by you on PopPay, 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;
- take any or all action as outlined under Amounts Owed to Us; and
- place a limitation or take other action on your PopPay account as outlined under Restricted Activities and Holds and Limitations.

If we invalidate a payment because the card issuer or originating bank declined or reversed the transaction, then you may be liable for the payment even if you disagree with the decision of the card issuer or originating bank to decline or reverse the payment. If you believe that a payment initiated with your PopPay account was not authorized, then you must notify us immediately, even if you (or someone else) disputes the transaction with the card issuer or originating bank. Please see under the heading Reporting an Unauthorized Transaction for information about how to notify us. 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.

22. Restricted Activities

In connection with your use of our websites, your Account, PopPay, and the Site, or in the course of your interactions with us, other customers, Merchants, or Third Parties, you must not:

- Breach this User Agreement, our Acceptable Use Policy, 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 PopPay account to conduct transactions for goods or services with other personal accounts, except as expressly authorized by PopPay;
- Create or control more than one Account 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, bank, or card issuer for the same transaction;
- Control an account that is linked to another PopPay account that has engaged in any of these restricted activities;



- Use the PopPay 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 PopPay its affiliates, other customers, third parties or you;
- Use your PopPay account or the Site in a manner that we, Visa, Mastercard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules, or for the purpose of earning rewards, perks, miles, points, etc. with your credit card, debit card, or bank account;
- Have any amounts owed to us;
- Provide yourself a cash advance from your credit card (or help others to do so);
- Access the PopPay services from outside of the designated countries in the Middle East (at this time UAE and Qatar);
- 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 the PopPay services) operated by us or on our behalf or PopPay 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 PopPay 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 the PopPay services) operated by us or on our behalf, any of the PopPay services or other users' use of any of the Site;
- 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 the PopPay services to test credit card behaviors, or make excessive or unexplainable transactions;
- Circumvent any of our policies or determinations about your PopPay 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 PopPay account(s) when you have amounts owed to us or when your PopPay account has been restricted, suspended or otherwise limited; opening new or additional PopPay accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's PopPay account; or
- Harass and/or threaten our employees, agents, or other users.
- Register for PopPay or use PopPay in any non approved location or Country.

PopID has no liability, of whatsoever nature, for any of activity, in whole or in part, that you do in violation of this User Agreement, the Acceptable Use Policy, or that is, in whole or part, fraudulent or illegal, and you indemnify and release us, including the Indemnified Parties, in this regard.

23. Actions We May Take if You Engage in Any Restricted Activities



If we believe that you have engaged in any restricted 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 may take include, but are not limited to, the following:

- Terminate this user agreement, limit your PopPay and/or PopID Account, and/or close or suspend your PopPay and/or PopID Account, immediately and without penalty to us;
- Refuse to provide the PopPay or PopID services to you in the future;
- Limit your access to our Site, including our websites, software, systems (including any networks and servers used to provide any of the PopPay or PopID services) operated by us or on our behalf, your PopPay or PopID account or any of the PopPay or PopID services, including limiting your ability to make purchases with any of your Payment Methods linked to your Account;
- Hold money or Credits in your PopPay Account for up to 180 days if reasonably needed to protect against the risk of liability or if you have violated this User Agreement or our Acceptable Use Policy;
- Update inaccurate information you provided us;
- Take legal action against you; or
- If you have violated our Acceptable Use Policy, then you are also responsible for damages to us caused by your violation of this policy.

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 User Agreement, our Acceptable Use Policy, and/or your use of the Sites and 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.

We may also reverse a Transaction, limit or ban your use of your Account or the Site, for a period of time or indefinitely, if we reasonably believe in our sole discretion, that the Transaction or use is unauthorized, fraudulent, unlawful, or otherwise seeks to take advantage of us, including any of the Indemnified Parties.

24. Linking Third-Party Loyalty Programs

You may have the ability to link your PopPay Account to a loyalty program with one or more of our Merchants or Third Party partners. In order to link your PopPay Account to any other Merchant loyalty program you must agree to the specific terms of that loyalty program in addition to the terms of this User Agreement. You linking of your PopPay Account, and each use of the loyalty program with the PopPay linked account constitutes your agreement to this User Agreement and the terms and conditions of the Merchant's specific loyalty program.

25. Promotions, Promotional Credits, and Restrictions

We may, in our absolute discretion and from time to time, run promotional programs associated with your PopPay Account ("Promotions"). Such Promotions are subject to these Terms as well as any additional terms as indicated in connection with the said Promotion (collectively, the "Promotional Terms"). We



reserve the right, in our absolute discretion, to modify the Promotion or Promotional Terms and/or cancel the Promotions without notice.

You can earn Promotional Credits or other Promotional rewards (i.e. discounted, by one get one or the like, or free items or services, BOGO, or free items or services), by making qualifying purchases from Merchants using PopPay. Participating Merchants and offer terms may be changed from time to time without notice. We will credit your Account with the Promotional Credits or other Promotional reward based on the information we receive from our Site or our Third-Party Service provider. If you return, charge back, cancel, dispute, or otherwise request a refund for a qualifying purchase for which you have already received Promotion Credits or rewards, we reserve the right to remove any related Credits or rewards from your Account or apply future Credits or rewards to any such amount. Except as expressly stated otherwise for a particular Promotion, all Promotional Credits or other Promotional rewards that you earn through PopID or PopPay expire after seven (7) days after being added to your Account, to the extent they have not been used. We may, but are not required, to extend the expiration date in our sole discretion.

Unless otherwise required by law, you acknowledge and agree that any Credits in your Account: (a) have no cash value, (b) may not be redeemed or returned for cash; (c) cannot be transferred or withdrawn, (c) can only be used at a Merchant, (d) can only be used when you have selected a Bank Account as your primary Payment Method, (e) are not insured by the Federal Deposit Insurance Corporation ("FDIC"), (f) are non-interest bearing, and (g) the items purchased using the credits cannot be returned for cash or any things of value other than Credits. As part of our absolute discretion, we may cancel, void, or remove credits, including any promotional credits, from your account at any time and for any reason. We also may impose expiration dates on credits in your account, including existing credits or subsequently issued credits, and we may shorten or lengthen these expiration dates at any time, in our absolute discretion and without notice.

Previous/future purchases are not eligible for a discount, sale price adjustment, or Promotions. Unless otherwise specified, product prices already reflect discounts. All offers are limited to stock on hand; no rain checks are available. Not valid on prior purchases, gift cards, gift certificates, taxes, duties, or shipping and processing charges. You must pay applicable sales tax. Offer may not be combined with any other sale, promotion, discount, code, coupon and/or offer. Promotions have no cash value. Offer cannot be sold or otherwise bartered. Void where prohibited, taxed, or otherwise restricted. Returns of any portion of the purchase will require equal forfeiture of offer or amount equal to offer. Buy One Get One offers apply a portion of discount amount to each of the items. Other restrictions may apply. Promotions only apply to the United States unless otherwise noted.

26. Court Orders, Regulatory Requirements or Other Legal Process

If we are notified of a court order or other legal 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 Account, placing a hold or limitation on your 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 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.

27. Holds and Limitations

Under certain circumstances, in order to protect PopID and PopPay and the security and integrity of the network that uses the PopID services, PopID may, in its sole discretion, take account-level or transaction-level actions. A hold may be placed on your Account. Our decision about holds and limitations may be based on confidential criteria that are essential to our management of risk and the protection of PopID, our customers, and/or service providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your 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.

a. Holds

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

b. Holds based on our risk decisions

We may place a hold on transactions involving your PopPay account if, in our sole discretion, we believe that there may be a high level of risk associated with you, your PopPay 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.

c. Account Limitations

Limitations may be placed on your account to help protect PopID and PopPay 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 PopPay account open. There are several reasons why your PopPay account could be limited, including:

- If we suspect someone could be using your PopPay 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 User Agreement or violated the Acceptable Use Policy or any other agreement between you and us.



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.

28. Fees and Charges

We do not currently charge users any activation, service, dormancy, or inactivity fees in connection with your use of the Site or Services, including your use of your PopPay Account, although we retain the right to do so in the future. Fees may change from time to time in our sole discretion.

29. Mobile Services

You acknowledge that PopPay, or other portions of the Site, may be available via a mobile device ("Mobile Services"), including the ability to upload content to, or browse and otherwise access, the Service or certain features thereof. You further acknowledge and agree that: (a) to the extent you access the Mobile Services, your service carrier's standard charges, data rates, and other fees may apply; (b) by using the Mobile Services, we, a Third Party and/or your mobile provider may communicate with you by automated SMS, MMS, text message, or other electronic means to your mobile device and that information about Your usage of the Mobile Services may be communicated to us; (c) in the event you change or deactivate your mobile telephone number, you must promptly update Your Account; (d) you will only access the Mobile Services on a mobile device number legally assigned to you by a service carrier; (e) you will be sent SMS messages from time to time as part of our provision of the Mobile Services and the frequency of the same depends, in part, on Your use of the Service. If, at any time, you desire to opt-out from such messages, you must immediately notify us via email at info@popid.com.

PopID does not warrant that the Mobile Services will be compatible with your mobile device. You may use mobile data in connection with the Mobile Services and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. PopID hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Services for one PopID Account, and one linked PopPay Account, on one mobile device owned or leased solely by you, for your personal use. You acknowledge and agree that you may not: (i) modify, disassemble, decompile, or reverse engineer the Mobile Services, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Services to any third party or use the Mobile Services to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Services; (iv) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Mobile Services, features that prevent or restrict use or copying of any content accessible through the Mobile Services, or features that enforce limitations on use of the Mobile Services; or (v) delete the copyright and other proprietary rights notices on the Mobile Services. You acknowledge that PopID may from time-to-time issue upgraded versions of the Mobile Services, and may automatically electronically upgrade the version of the Mobile Services that You are using on your mobile device. You consent to such automatic upgrading on Your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Services is covered by the applicable open source or Third-Party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile



Services or any copy thereof, and PopID or its Third-Party partners or suppliers retain all right, title, and interest in the Mobile Services (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in these Terms, is void. PopID reserves all rights not expressly granted under these Terms. The Mobile Services originates in the United States, and are subject to United States export laws and regulations. The Mobile Services may not be exported or re-exported to certain countries, or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Services may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Services and the Service. The following applies to any Mobile Services you acquire from the Apple App Store (“Apple-Sourced Software”). You acknowledge and agree that these Terms are solely between you and PopID, not Apple, Inc. (“Apple”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by these the terms of this User Agreement and any law applicable to PopID as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the terms of this User Agreement and any law applicable to PopID as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party’s intellectual property rights, PopID, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and PopID acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

30. User Content

You understand that all non-personal information, data, text, software, music, sound, photographs, graphics, video, messages, or other content or materials (collectively, the “Content”) which You publicly post or privately transmit on any Service, is your sole responsibility. You warrant to us that this Content is: (a) your own; (b) lawful; (c) not infringing upon any third party’s intellectual property rights; and (d) provided in good faith. By posting the Content on the Service, you grant us and our affiliates a non-exclusive, worldwide, royalty free, fully paid, transferable, sub-licensable, perpetual, irrevocable license to copy, display, transmit, perform, distribute, store, modify and other wise use your Content in connection



with the operation of the Service or the promotion, advertising, or marketing thereof, in any form, medium or technology now known or later developed.

31. No Commercial Use

Except for Merchants who have agreed to our Merchant Agreement, you acknowledge and agree that the Sites and Services is only for your personal use and not on behalf of any other person. You further agree you agree that you will not, without our prior written consent, display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or transmit for any commercial purposes, all or any portion of the Site.

32. Service Content, Software, and Trademarks

You acknowledge that PopID, the Sites and Services, and the underlying technology and software, may contain content which is protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws (collectively the "Proprietary Content"). You acknowledge and agree that the Proprietary Content is the sole property of PopID, Inc., our affiliates, and our partners. You warrant to us that you will not, without our prior written consent, modify, transfer, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works from, or use for the benefit of any third party, the Proprietary Content.

33. PopPay General Return Policies

Please note that sales made using PopPay are considered final and are not eligible for a return unless otherwise expressly stated in the return policy of the Merchant who made the sale or in this User Agreement.

34. Closing Your 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 Account even after the Account is closed. Any incomplete transactions must be completed or canceled before you may close your account. In certain cases, you may not close your 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 PopPay account is subject to a hold, limitation, or reserve.
- If we are investigation your use of the Account for violations of the User Agreement, or other applicable agreements, including fraud and illegal activity.

35. Dormant Accounts

If you do not log in to your Account for six months or more, we may deactivate and close your Account.



36. Our Rights

a. 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 the Site or any portion thereof, including our websites, software, systems (including any networks and servers used to provide any of the PopPay services) operated by us or on our behalf or some or all of the PopPay services for any reason and at any time upon notice to you.

b. 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 PopPay account and any other funds held in our possession.

c. Amounts owed to us

We may deduct amounts owed to us, in whole or in part, from money that is sent to your PopPay 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 PopPay account as outlined under Restricted Activities and Holds.

If you have more than one PopPay Account, or if you also have a Merchant Account, even if you have those accounts without our authorization or in breach of this User Agreement, we may offset amounts owed to us in one Account (including a Merchant Account) against money in or money sent to your other Account(s) or Merchant Accounts. If you continue using your PopPay 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(s). In addition to the above, if you have a past due amount owed to us, including our affiliates, we may debit your PopPay Account or Merchant Account to pay any amounts that are past due. 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.

d. 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 will be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this Agreement.

e. 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.

f. 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.

37. Indemnity & Release

You hereby irrevocably agree to indemnify, release, defend and hold harmless Us, our Indemnified Parties, and our affiliates, officers, directors, partners, vendors, employees and contractors, from all damages, losses, demands, actions, suits, and similar claims (“Claims”), of whatsoever nature and whether known or unknown, arising out of or in relation to: a) a breach of these this User Agreement, our Acceptable Use Policy, or any other agreement with us that applies to you; b) your use of the Site, including PopPay; c) your use of the Third-Party Services; d) the termination or modification of your Account by us. You waive your rights under Section 1542 of the California Civil Code which stipulates that “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” If you are a resident of another jurisdiction, you waive any comparable statute, rule, doctrine, or law.

38. Disclaimer of Warranty

The Site and PopID services, including PopPay, 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 Merchants who accept PopPay as a payment method, and we cannot ensure that a PopPay user or a Merchant 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 the Site or Services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the PopID 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, debit cards, credit cards, and check issuances are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing because the PopPay 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 and countries do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.



39. Limitation of Liability, Time for Bringing Claims

Except as outlined in this User Agreement and to the maximum extent permitted by applicable law, PopID and its officers, directors, agents, and affiliates (collectively, the “Indemnified Parties”) make no representations, warranties or conditions, of any kind, whether express or implied, with respect to the Services including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. Furthermore, in no event shall PopID or its Indemnified Parties have any liability for unauthorized access to, or alteration, or theft of the PopPay Account or your Personal Information as a result of any circumstance beyond our reasonable control including, without limitation, accident, misuse, hacking, illegal acts, or acts of fraud. **WE PROVIDE NO WARRANTIES NOR REPRESENTATIONS IN RELATION TO THE SERVICES, THE THIRD-PARTY SERVICES, OR ANY OTHER MATTER OUTLINED IN THESE TERMS. YOUR USE OF THE SERVICE AND THE THIRD-PARTY SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK. WE EXPRESSLY DISCLAIM ALL WARRANTIES OR REPRESENTATIONS, OF ANY KIND AND WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.** In any event, if PopID or the Indemnified Parties are found liable to you, you shall only be entitled to recover actual and direct damages and in any event, such damages shall not exceed the amount of US \$100.00. In no event shall PopID or its Indemnified Parties have any liability for any incidental, indirect, special, exemplary, or consequential damages including, without limitation, loss of profit or revenue or use, or any punitive or exemplary damages arising out of or in relation to this Agreement, your use of the Site, including your PopPay Account, whether in contract, warranty, tort, product liability, strict liability, or other theory.

Further, each Party agrees that any Claim, regardless of any statute or law to the contrary, arising out of or brought in relation to the Account or the Site, must be filed within one (1) year after such Claim arises.

40. Governing Law

One of the following provisions applies to you pursuant to your use of the Sites and Services:

- A. **Activities in Qatar:** If you register for a PopPay Profile in Qatar and do not add a payment method, or if you register for a PopPay Account in Qatar and make PopPay Transactions in Qatar, then this PopPay Middle East User Agreement and the Services provided in the Middle East pursuant to that User Agreement, are governed by the laws of the State of Qatar. The Qatari courts shall have non-exclusive jurisdiction to adjudicate any disputes, which may arise as a result. To the fullest extent permitted by law, you agree that PopPay reserves the right to bring an action against you in any country it deems appropriate. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- B. **Activities in UAE:** If you register for PopPay in UAE and do not add a payment method, or if you register for a PopPay Account in UAE and make PopPay Transactions in Qatar, then this PopPay



Middle East User Agreement and the Services provided to you in the Middle East pursuant to that User Agreement, are governed by the laws of UAE. The UAE courts shall have non-exclusive jurisdiction to adjudicate any disputes, which may arise as a result. To the fullest extent permitted by law, you agree that PopPay reserves the right to bring an action against you in any country it deems appropriate. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

- C. **Activities Outside of Qatar and UAE:** If you register for a PopPay Profile in the Middle East outside of Qatar and UAE, or if you register a PopPay Profile in the Middle outside of Qatar and UAE (even though those Transactions are not permitted by PopPay), then you agree to the terms of the standard PopPay User Agreement located at www.popid.com/terms, and that User Agreement and the Services provided to you are governed by the internal laws of the State of California, United States of America, without regard to conflict of law principles. The Courts in the State of California, County of Los Angeles shall have exclusive jurisdiction to adjudicate any disputes, which may arise as a result. To the fullest extent permitted by law, you agree that PopPay reserves the right to bring an action against you in any country it deems appropriate.

41. Modifications to the Site or Our Services

We reserve the right, in our sole and absolute discretion, to modify or discontinue, either temporarily or permanently, the Site including PopPay (or any part thereof including any Promotions, rewards, or Credits), for any reason, at any time, and without notice to you.

42. Future Changes to User Agreement

We reserve the right, in our sole and absolute discretion, to amend, revise, or modify these Terms from time to time by posting the updated Terms on our Site, without further notice. You should visit this page regularly to review the current terms. Your continued use of the Site will be deemed as irrevocable acceptance of any revisions.

To the maximum extent permitted by law, any changes we make will be effective immediately when we post a revised version of the User Agreement on the Site. The "Last Updated" date above will tell you when the Terms were last revised. By continuing to use the Site, your Account, or the Service after that date, you agree to the changes. If applicable law requires a longer period of time before any of the updated terms of the User Agreement become effective for you, than those terms will become effective after the minimum time required by applicable law and all other updated terms in the User Agreement (if any), will become effective immediately.

If you do not agree to the updated Terms, then you must immediately notify us in writing and immediately cease using your Account and the Service. The updated terms will still apply to you, your Account, and your use of the Service from the date of posting (except where prohibited by applicable law) to the date you cease using your Account and the Site, except to the extent applicable law provides for different dates for the effectiveness of updated terms, as explained above.



43. Entire Agreement

These Terms and the Privacy Policy constitute the entire agreement between you and us with respect to your use of the Site as a user (and not as a Merchant) and may only be amended by us, in accordance with the terms of this User Agreement. To the extent that the terms of this User Agreement differ from a prior version of the User Agreement which you previously agreed to, this version of the User Agreement supersedes and governs from the date of posting (except where prohibited by applicable law) to the date you cease using your Account and the Site, except to the extent applicable law provides for different dates for the effectiveness of updated terms, as explained above.

44. Severability and Waiver

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, then that provision is deemed severed from these Terms and you and us will remain bound by the remainder of the Terms.

In the event that the arbitration agreement above is found to be unenforceable, you and we agree to submit to the personal jurisdiction of the federal and state courts located in Los Angeles County, California for any lawsuits between the you and us. You and we agree that Los Angeles County, California is the appropriate and exclusive venue for any litigation between you and us.

The failure by us to exercise or enforce any right or provision of this User Agreement shall not constitute a waiver of such right or provision.

45. Assignment

You may not assign this Agreement or any of your obligations under this User Agreement, in whole or in part, without our prior written consent. We may assign this User Agreement and any of our rights or obligations created hereunder, in whole or in part, at any time and without notice. Upon assignment, you release us from our obligations under the Unser Agreement, to the maximum extent permitted by applicable law.

46. Contact Us

To receive further information regarding PopPay and your use of the Site, please email us at support@popid.com. To the extent you have a question or complaint regarding the Site for which a procedure is not provided in these Terms, you can contact us by calling (626) 639-0559, writing to PopID, Inc., 6800 Owensmouth Avenue, Suite 350, Canoga Park, California 91303, sending an email to support@popid.com or sending a message to us using the Contact Us form from within your Account.

47. Submitting Intellectual Property Complaints

We respect the intellectual property of others and require that PopPay 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 any of PopID's services, PopPay, or the Site, that is subject to intellectual property rights claims.

PopID 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 PopID or PopPay platform, you may request a removal of this content from our website by submitting this Infringement Report Form to support@popid.com or writing to:

PopID, Inc.
6800 Owensmouth Avenue, Suite 350
Canoga Park, California 91303

The aforementioned notice must be provided in accordance with the provisions of the DMCA or otherwise applicable law. 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 or address above pursuant to the DMCA. We may terminate an infringer's access to PopID products or services in our sole discretion and we have a policy to terminate accounts of repeat infringers.