# REGO TERMS OF USE

Effective Date: Jun 7, 2024

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE APPLICATION AND SERVICES, INCLUDING AN ARBITRATION AGREEMENT AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE ARBITRATION AGREEMENT LIMITS REGO'S LIABILITY TO YOU AND REQUIRES INDIVIDUAL ARBITRATION FOR LEGAL DISPUTES BETWEEN YOU AND REGO.

## Introduction and Overview

The REGO mobile application, web application, and services, including versions that have been branded for third parties, are collectively referred to as the "REGO app". The REGO app is owned and operated by REGO Payment Architectures, Inc., dba Mazoola (collectively, "REGO", "we," "our", or "us"). These Terms of Use ("Terms") govern your use and if applicable, any Sub Accounts' use, inclusive of your children's and teenager's (collectively, "Youth") use of any online service location (e.g., mobile app or web property) that posts a link to these Terms ("Site") (including both mobile and online versions). It also applies to your use of all features, widgets, plug-ins, applications, content, downloads and/or other services that (i) we own and control and make available through a Site or (ii) that post a link to these Terms (collectively, with the Site, the "Service"). It applies regardless of how you access or use the Service, whether via mobile devices, personal computers or otherwise, unless such services post a different terms of use or end user license agreement, in which case that agreement (in each such instance, and collectively, "Additional Terms") shall instead govern. The Service is an online system that enables parents to facilitate and control their Youth's online spending transactions and allows Youth to make parent-authorized purchases funded by a parent's debit card or other payment method. The word "parent" applies to both parents and legal guardians. By using the Service, you acknowledge and accept the Service's Privacy Policy and consent to the collection and use of your data in accordance with the Privacy Policy. By using the Service, you further agree that REGO may change,

alter, or modify the settings or configurations on your Device (defined below) in order to allow for or optimize your use of the Service. Consequently, by interacting with and/or using the Service, you signify your assent and agreement to these Terms and applicable local, state, national and international laws and regulations, and are responsible for ensuring any Sub Accounts do the same. If you do not agree to these Terms, you must not use the Service, and we ask that you delete the App from your phone and refrain from using any web-based portion of our Service. Our Service is not available to anyone whom we have previously removed from the Service.

We contract with certain service providers in order to provide services to you. Certain services are offered through Treasury Prime, Inc. Treasury Prime is not a bank and is not affiliated with REGO. Deposit accounts are provided by Bangor Savings Bank, Member FDIC. Funds are FDIC insured, subject to applicable limitations and restrictions when we receive the funds deposited to your account. By opening a deposit account, you agree to the Bangor Savings Bank U.S. Consumer Privacy Notice. To the extent allowed by law, you further agree to receive updated privacy notices through the Bangor Savings Bank and Treasury Prime websites.

By creating an account with REGO and initiating financial transactions, you agree to the Treasury Prime Terms of Service and Privacy Policy. By creating an account with us, you acknowledge that REGO, Treasury Prime, and Bangor Savings Bank may share your information as necessary with their affiliates and other service providers in connection with providing their respective services. It is your responsibility to make sure that the information you provide to us is accurate and complete. We will provide you with all access to all transaction notifications and account balances in addition to providing customer support relating to your account. You should refer to your account agreement (Section 22) for more important information.

It's important that you read the entire Terms that follow; but, here are some of the more significant points that we want to bring to your initial attention (click on section references for details, which terms and not the headings or summaries govern) in the event you are on a smartphone or other device with a small screen. Capitalized terms have the meanings given to them where defined in these Terms.

- Each time you use the Service, the Terms and any applicable Additional Terms (defined below) then posted apply. Any updates to them will apply to you, so you should check back each time you return for any updates.

- Click here for a summary of each section of these Terms. You may click on the topic for full details.
- You may only use the Content (defined below) on the Service in connection with your permitted activities on the Service and not in an offline environment or in connection with another site or service. (Section 1 and Section 3) You grant us a broad license to content you submit or post. (Section 2)
- Except as set forth in the Privacy Policy that applies to the Service, you and REGO do not have a confidential, fiduciary, or any other special relationship by virtue of your use of the Service or your communications to REGO through or related to the Service. (Section 2)
- You consent to our Privacy Policy and our practices detailed in it.
- As permitted by law, many types of disputes that may arise in connection with your access to and use of the Service are subject to mandatory arbitration – which includes your waiver of a right to a jury trial. (Section 13)
- We are providing the Site and Service to you on an "as-is" basis, without any warranty of any kind, and our liability to you in connection with your use of the Service is very limited. Many other limitations and disclaimers relate to your use of the Service. (Sections 15 & 16 and Section 17)

If You Want to Use This Service,

then carefully read these entire Terms (including all linked to details), as they constitute a written agreement between you and REGO and they affect your legal rights and obligations. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. ONLY INDIVIDUALS 18 AND OLDER MAY OPEN AND REGISTER FOR A PRIMARY ACCOUNT (AS DEFINED IN SECTION 4 BELOW). YOUTH UNDER THE AGE OF 18 MAY NOT OPEN A PRIMARY ACCOUNT; ONLY PARENTS OR LEGAL GUARDIANS MAY OPEN AND REGISTER THEIR YOUTH FOR A SUB ACCOUNT (AS DEFINED IN SECTION 4 BELOW). THE PARENT HAS ACCESS TO A DIFFERENT VIEW OF THE SITE THAN THEIR YOUTH; THESE TERMS APPLY TO BOTH.

Each time you access and/or use the Service (other than to simply read these Terms), you agree to be bound by and comply with these Terms and any applicable Additional Terms then posted. Therefore, do not use the Service if you do not agree.

The business realities associated with operating the Service are such that, without the limitations that are set forth in these Terms -- such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and our arbitration of certain disputes -- REGO would not make the Services available to you.

By accessing and/or using any part of the Service, you agree to be bound by these Terms. In some instances, both these Terms and applicable Additional Terms such as separate guidelines, rules, or terms of use or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service. To the extent there is a conflict between these Terms and any applicable Additional Terms, the applicable Additional Terms will control unless they expressly state otherwise. Please also review the terms of the Service's Privacy Policy, which you accept by using the Service.

Linkable Terms

These Terms are posted in interactive format to ease your review, especially using smart phones and other devices with small screens. It is important that you read and understand these entire Terms before using the Service. To ease review, each section below includes a brief introductory summary and a link to the full explanation. Please note that the complete provisions, and not the headings or summaries shall govern. You can click on the headings and "More" buttons to be taken to the full explanation. Any capitalized terms that appear, but are not defined in the introduction, have the meanings given to them elsewhere in the Terms.

1. **Service Content, Ownership, Limited License, Rights of Others, and Promotions**

   We only grant you a limited revocable license to use the Service for your own non-commercial use subject to rules and limitations. More

**2. Content You Submit and Community Usage Rules**

You grant us a broad license, which we may sublicense, to the content you submit, which you represent you have the right to allow us to use. You, however, retain ownership of and responsibility for, your content. Use of our Service is subject to community usage rules, to which you agree, and we have the right to manage our Service to keep its content appropriate. More

**3. Service and Content Use Restrictions**

Your use of our Service is subject to certain restrictions designed to protect the Service and our users. We may change or discontinue our Service in whole or in part. More

**4. Accounts**

You may open, revise and close your accounts and setup and change profiles. More

**Fee and Limits**

For more information regarding Rego's fees and limits click the More link to see more about fees.

**5. Loading Method; Payment Transactions; Prohibited Uses; Refunds; and Gift Cards**

In order to make the digital wallet work, behind the scenes there is a virtual debit card issued by a bank. Even though the Youth normally will never see this card—and especially never see the numbers on it—it is critical to being able to conduct transactions in the financial world. In order to fully utilize the Service, a Primary Account Holder must transfer funds into their REGO account through one or more Payment Methods. Use of Accounts is subject to restrictions. Refunds and gift cards are subject to conditions. More

**6. Procedure for Alleging Copyright Infringement**

Users may not post content they do not own or control, and may be suspended or terminated if they do so. Copyright owners may give us notice of infringement as detailed in this section, and we will respond in accordance with applicable law. More

**7. Procedure for Alleging Infringement of Other Intellectual Property**

You can also give notice of trademark and other infringements that you think occur on the Service. More

**8. Notices, Questions and Customer Service**

Click here to contact us for customer service or questions. You agree we may provide you notices, including of new terms and conditions, by posting notice on the home page or by other reasonable means, such as to an e-mail or mobile number you provided, as further set forth in Section 18 . More

**9. Product Specifications; Pricing; Typographical Errors**

Terms may change and errors may occur. Consult applicable Additional Terms regarding each product. More

**10. Links by You to the Service**

You may link to our Service, subject to some basic requirements. More

**11. Third-Party Services; Advertisements; Dealings with Third Parties**

We are not responsible for third parties or their content, advertisement(s), apps or sites. For instance, if you so opt, we may make offers from third-parties available to you on or via our Service, in which case we do not control that content nor anything to which it may link. This may include the ability to register or sign in to our Services using Facebook Connect or other third party tools, and to post content on third party sites and services using their plug-ins made available on our Services. Use caution when dealing with third parties. More

**12. Wireless and Location-Based Features**

Wireless carrier charges may apply to use of the Service via wireless networks or Devices for which you will be responsible. Our Services may include location-based features that use geo-location tools to identify where you are, mostly to help deter fraud. More

**13. Dispute Resolution**

To the extent permitted by applicable law, you agree to arbitrate most disputes and waive jury trial and class actions. More

**14. Other Dispute Resolution Where Arbitration Is Not Available**

If, and to the extent that, arbitration is not a permitted form of dispute resolution pursuant to the mandatory laws of your country of residence, then you agree that the provisions of Section 14 shall apply to the resolution of any disputes or claims. More

**15. Disclaimer of Representations and Warranties**

We disclaim most warranties and provide the Service “As Is”. More

**16. Limitations of Our Liability**

Our liability is greatly limited as more fully explained in this section. More

**17. Waiver of Injunctive or Other Equitable Relief**

You waive equitable or injunctive relief. More

**18. Updates to Terms**

These Terms and applicable Additional Terms posted on the Service at each time of use apply to that use, and the Terms may be prospectively updated as our Service evolves. Posting of new Terms on the Service is notice to you thereof. More

**19. General Provisions**

You agree to various other terms and conditions, which you should read here, including regarding (a) our control and discretion; (b) the law that governs these Terms; (c) your indemnity of us; (d) accessing the Service from outside of the United States; (e) restriction on the Service for those in countries subject to U.S. export controls; (f) enforcement and interpretation of these Terms; (g) communications with us; (h) investigations, cooperation with law enforcement; (i) limit on assignment and delegation of rights and obligations; (j) how waivers may be made; (k) special terms for U.S. government users; (l) CA consumer rights; and (m) your responsibility for your connectivity and access. More

**20. Terms Applicable for Apple iOS**

There are some other things you should know if you are accessing or using the Service through an Apple Device. More

**21. Terms Applicable for Apple iOS.**

If you are accessing or using the Service through an Apple Device, the following applicable Additional Terms and conditions are applicable. More

**22. Cardholder Agreement and Demand Deposit Agreement.**

By opening a REGO Parent Account, you are agreeing to both the Cardholder Agreement of REGO and its partners as well as the Demand Deposit Agreement of the Issuing Bank. More

Full Details of Terms of Use

**1. Service Content, Ownership, Limited License, and Rights of Others**

A. Content. The Service contains a variety of: (i) materials and other items relating to REGO and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text,

data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, service marks, and trade identities of various parties, including "REGO", “QuickConnect”, “Youth Empowered. Parent Approved.”, “Parent Match”, “Parent Playback”, and other related designs, graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of REGO (collectively, “ Trademarks”); and (iii) other forms of intellectual property (all of the foregoing, collectively “Content”).

B. Ownership. The Service (including past, present, and future versions) and the Content are owned or controlled by REGO and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of REGO or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. REGO owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

C. Limited License. Subject to your strict compliance with these Terms REGO and the applicable Additional Terms, grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to (i) download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) mobile phone or other wireless device, on a personal computer, or other Internet enabled device (each, a “Device”) and/or print one copy of the Content for your personal, non-commercial use only, and (ii) to use certain Content that we may from time to time make available on the Service explicitly for you for use as part of your User-Generated Content (defined below) (“REGO Licensed Elements”), but only for such purposes as may be explicitly stated at the time that the Licensed Elements are made available on the Service; but we and our licensors and certain other third parties, as the case may be, retain ownership of such REGO Licensed Elements. The

foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in REGO's sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content and/or REGO Licensed Elements, subject to certain applicable Additional Terms.

D. Rights of Others. In using the Service, you must respect the intellectual property and other rights of REGO and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. REGO respects the intellectual property rights of others. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Service, then please see Section 6 and Section 7 below.

E. Reservation of All Rights Not Granted as to Content and Service. These Terms and any applicable Additional Terms include only narrow, limited grants of rights to REGO Content and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by REGO and its licensors and other third parties. Any unauthorized use of any REGO Content or the Service for any purpose is prohibited.

F. Promotions and Rewards. From time-to-time, REGO may run promotional campaigns or otherwise offer rewards to users that meet certain conditions (collectively referred to as "Promotions"). These Promotions will always be for a limited time, and always have terms & conditions. REGO may modify any of the parameters of a Promotion, including—but not limited to—the end date, the amount of the reward, and the terms & conditions, at any time by publishing the updates in the Promotion Details. Check those details often if you are engaged in one of these Promotions.

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## 2. Content You Submit and Community Usage Rules

A. User-Generated Content.

(i) General. REGO may now or in the future offer users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit,

broadcast, or otherwise make available on or submit through the Service (collectively, "submit") content (collectively, but excluding REGO Licensed Elements included therein, "User-Generated Content"). REGO may allow you to do this through forums, blogs, message boards, social networking environments, content, creation tools, gameplay, social communities, e-mail, notes, the REGO Wishlist and other communications functionality. Subject to the rights and license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content and you remain ultimately responsible for it.

(ii) Non-Confidentiality of Your User-Generated Content. Except as otherwise described in the Service's posted Privacy Policy or any applicable Additional Terms, you agree that (a) your User-Generated Content will be treated as non-confidential and non-proprietary by us – regardless of whether you mark them "confidential," "proprietary," or the like – and will not be returned, and (b) to the maximum extent permitted by applicable law, REGO does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Upon REGO's request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any applicable Additional Terms. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User-Generated Content may not be secure, and you will consider this before submitting any User-Generated Content and do so at your own risk.

In your communications with REGO, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, "Unsolicited Ideas and Materials"). Any Unsolicited Ideas and Materials you post on or send to us via the Service are deemed User-Generated Content and licensed to us as set forth below. In addition, REGO retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. REGO's receipt of your Unsolicited Ideas and Materials is not an admission by REGO of their novelty, priority, or originality, and it does not impair REGO's right to contest existing

or future intellectual property rights relating to your Unsolicited Ideas and Materials.

(iii) License to REGO of Your User-Generated Content. Except as otherwise described in any applicable Additional Terms (such as a contest's official rules), which specifically govern the submission of your User-Generated Content), you hereby grant to REGO, and you agree to grant to REGO , the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing, producing, and marketing products and/or services. In order to further effect the rights and license that you grant to REGO to your User-Generated Content, you also hereby grant to REGO, and agree to grant to REGO, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User-Generated Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 2(A)(iii).

(iv) REGO's Exclusive Right to Manage Our Service. REGO may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept,

or otherwise make use of, any of your User-Generated Content, and REGO may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User-Generated Content without notice or any liability to you or any third party in connection with our operation of User-Generated Content venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms. Such User-Generated Content submitted by you or others need not be maintained on the Service by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User-Generated Content on the Service or elsewhere.

(v) Representations and Warranties Related to Your User-Generated Content. Each time you submit any User-Generated Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside, are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User-Generated Content you submit, and that, as to that User-Generated Content, (a) you are the sole author and owner of the intellectual property and other rights to the User-Generated Content, or you have a lawful right to submit the User-Generated Content and grant REGO the rights to it that you are granting by these Terms and any applicable Additional Terms, all without any REGO obligation to obtain consent of any third party and without creating any obligation or liability of REGO; (b) the User-Generated Content is accurate; (c) the User-Generated Content does not and, as to REGO's permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (d) the User-Generated Content will not violate these Terms (including the Rules) or any applicable Additional Terms, or cause injury or harm to any person.

(vi) Enforcement. REGO has no obligation to monitor or enforce your intellectual property rights to your User-Generated Content, but you grant us the right to protect and enforce our rights to your User-Generated Content, including by bringing and controlling actions in your name and on your behalf (at REGO's cost and expense, to which you hereby consent and irrevocably

appoint REGO as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

B. Alerting Us of Violations. If you discover any content that violates these Terms and/or Rules, then you may report it to dmca@regopayments.com. For alleged infringements of intellectual property rights, see Sections 6 and 7, below.

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## 3. Service and Content Use Restrictions

A. Service Use Restrictions. You agree that you will not: (i) aside from your purchase of goods or services offered for sale by REGO or its affiliates, use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Trademarks; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to REGO; (iv) to the maximum extent permitted by applicable law, reverse engineer, decompile, disassemble, reverse assemble, or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, REGO, or other users of the Service; (vi) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the User-Generated Content; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including e-mail addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

B. Content Use Restrictions. You also agree that, in using the Service: (i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service

by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) you will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) you will not make any modifications to such Content (other than to the extent of your permitted use of the REGO Licensed Elements, if applicable); (vi) you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of REGO or, in the case of Content from a licensor, the owner of the Content; and (vii) you will not insert any code or product to manipulate such Content in any way that adversely affects any user experience.

C. Availability of Service and Content. REGO may immediately suspend or terminate the availability of the Service and Content (and any elements and features of them), in whole or in part, for any reason, in REGO's sole discretion, and without advance notice or liability.

D. System Requirements. REGO is a financial application; therefore, security is highly important. By using the Service, you are agreeing not to install nor use the Service on a device that has been jailbroken or rooted. For security purposes, the Service can only be installed on devices at or above a certain base operating system level. REGO may change these levels at any time at its sole discretion. Currently the minimum levels are: 13.X for Android; and 13.X for iOS. REGO strongly urges you to always install the latest security updates for your device.

E. Reservation of All Rights Not Granted as to Content and Service. These Terms and any applicable Additional Terms include only narrow, limited grants of rights to make use of Content and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by

REGO and its licensors and other third parties. Any unauthorized use of any Content or the Service for any purpose is prohibited.

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## 4. Opening and Terminating Accounts

A. In order to access or use some (or potentially all) of the features on the Service, a parent must first register for a parent account via the "Sign Up" button in the REGO app. The parent has access to a different view of the site than their youth. Only parents may open and register their youth for a Sub Account. The Service's practices governing any resulting collection, use, disclosure and management of your personal information are disclosed in its Privacy Policy.

B. To open a REGO Parent Account and use the Service, you must (a) be an individual age eighteen (18) and older and be the parent or legal guardian ("Parent") (collectively the "Primary Account Holder(s)") of any [1]Youth you register for a REGO Sub Account (defined below), (b) if you elect to transfer funds into the account, provide valid credit, debit or payment account information for this transfer ("Loading Method"), (c) provide complete and accurate registration information, (d) have an email account, and (e) have an SMS-enabled mobile phone. Primary Account Holders are required to create a Primary REGO Account ("Primary Account") by entering all the required information; including, without limitation, name and address and contact information, date of birth, social security number, notification and approval preferences and creating a REGO User ID and Password. In order to make the digital wallet work, behind the scenes there is a virtual debit card issued by a bank, and a corresponding bank account for it, for the Parent Account and Sub Accounts. Even though your child might never see this card—nor the numbers on it—it is critical to being able to conduct transactions in the financial world. The bank that issues these cards has to follow banking regulations to make sure the identity of the account holder (you) is known. This is part of global efforts to combat money laundering. The information you provide during registration, along with any security questions you are required to answer, are used to confirm your identity and reduce the risk of fraud. Some of this information is provided to the bank, who then uses it solely to meet their regulatory requirements. This is essentially the same information you would have to provide to a bank if you walked in to open a new account. You are agreeing that you are the owner of, and responsible for, all such debit cards and their associated bank accounts created at your behest by the Service for both the

Parent Account and any and all Sub Accounts you may create. The debit card associated with a given Sub Account will be the Payment Method ("Payment Method") used for that Sub Account. Parents may elect to create a Sub Account ("Sub Account") for each Youth authorized by them to use the Service by entering or confirming all the required information in the Sub Account; including, without limitation, creating a Sub Account profile name and User ID; designating allowed third party merchants, service providers, applications or websites (collectively, "Merchants"); and setting transaction or other spending limits or approval requirements. The Primary Account and any associated Sub Account are collectively referred to as an "Account." You must be a Youth's Parent or legal guardian to add them to your Account. No Sub Account may be created without first creating a corresponding Primary Account. The information you provide to us will be used in accordance with our Privacy Policy, located at https://mazoola.co/app-privacy-policy/, as amended from time to time. For a device to be used by Youth under the age of 13, the parent agrees to be the one to run the Service the first time on the device. We reserve the right to refuse to provide, suspend or discontinue the Service or close your Account, in whole or in part, at any time for any reason.

A Youth may not register as a Primary Account Holder.

C. By using the Service and opening a Primary Account, a Primary Account Holder represents and warrants that: (a) all Account opening, registration and other information submitted is truthful, accurate, current and complete; (b) they will maintain the accuracy of such information by updating and revising it promptly; (c) if applicable, they are the parent or legal guardian of any Youth for whom they create a Sub Account; and (d) all Primary Account Holders and Sub Account Holders use of the Service will not violate any applicable law or regulation or be for any fraudulent undertaking. You authorize us to make any inquiries, either directly or through third parties, that we consider necessary to validate your Account information, including engaging third parties to provide such services as age and identity verification on the Service. You may open an account without providing a Loading Method, but no Merchant transactions shall occur until such Loading Method has been verified and/or authorized, funds transferred into your REGO Account, and allocated to one or more of your Sub Accounts. In connection therewith, you agree that we may authorize a pending charge using the Loading Method, and require confirmation of such amount prior to activating the applicable Loading Method. We reserve all rights

to take legal action against anyone who misrepresents personal information or is otherwise untruthful about their or a Youth's identity, and to suspend use of the Service or cancel an Account, in whole or in part, established using inaccurate or incomplete information. Notwithstanding the foregoing, you acknowledge that we cannot guarantee the accuracy of any information submitted by any user of the Service, nor any identity information about any particular user. Primary Account Holders are required to create (a) a REGO User ID and Password for access to their Account, and (b) if applicable, a Sub Account User ID and Password to enable their registered Youth to use the Service for checkout and payment at participating Merchants.

D. If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration for the Primary Account and/or each Sub Account (or we may send you an e-mail notification with a randomly generated initial password) and you agree that: (i) You will not use a username (or e-mail address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any password, username, or e-mail address for any other reason in our sole discretion; (ii) You will provide true, accurate, current, and complete registration information about yourself and any Youth for which you establish a Sub Account in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete; (iii) You are solely responsible for all activities that occur under your Account and any associated passwords, and usernames – whether or not you authorized the activity, including, any activities related to any Youth Profile Sub Account you establish; (iv) You are solely responsible for maintaining the confidentiality of your passwords and for restricting access to your Device so that others may not access any password protected portion of the Service using your name, the name of your Youth, and any associated usernames or passwords; (v) You will immediately notify us of any unauthorized use of your Account and any associated passwords or usernames, or any other breach of security; (vi) You will not sell, transfer, or assign your account or any account rights; and (vii) at our sole discretion, we may opt to use text messages to your mobile number instead of emails.

E. We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

F. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any applicable Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability. Similarly, our Bank Partner has sole discretion to approve or deny your application for any accounts, products or other services they may provide now or in the future, or discontinue such accounts, products or other services, for any reason, subject to applicable law. We or the Bank Partner may limit or deny your access to any other aspect of our Services for any reason, subject to applicable law.

G. Terminating Your Account. You may terminate these Terms by closing your Primary Account at any time. You may also close any Sub Account without terminating your Primary Account at any time upon notice to us, or through the Service, and your Primary Account will remain active. Upon closure of a Primary Account and/or Sub Account, any pending transactions associated with that Account and/or Sub Account may be canceled. We may terminate the Service and close your Primary Account or close or suspend any associated Sub Account for any reason at any time upon notice to you. If a Primary Account is terminated, any Sub Account associated with that Primary Account will terminate concurrently and automatically. Without limiting the foregoing, we may suspend the Service and access to your Account if (a) you have violated the terms of this Agreement, (b) you pose an unacceptable fraud risk to us, or (c) you provide false, incomplete, inaccurate, or misleading information (including without limitation any registration information) or otherwise engage in fraudulent or illegal conduct. We will not be liable to you for compensation, reimbursement, or damages on account of expenditures or commitments in connection with your use of the Service, or for any termination or suspension of the Service. Any termination of your Account does not relieve you of any obligations to pay any fees or costs accrued prior to the termination and any other amounts owed by you to us as provided in these Terms and/or any applicable Additional Terms. In addition to any provision that is reasonably

necessary to accomplish or enforce the purpose of these Terms and/or any applicable Additional Terms, the following sections of these Terms survive and remain in effect in accordance with their terms upon the termination of this these Terms and/or your Account: 5, 13 through 17.

H. Fees and Limits. To the extent the Services or any portion thereof is made available for any fee, those fees will be charged against the Primary Account.

(i) In the case of Loading, any such fees may have been already subtracted from the funds being transferred into the Primary Account.

(ii) In the case of any current or future transaction fees related to Sub Account activity, these will be subtracted from the balance of the Primary Account. Primary Account Holders, therefore, are required to keep a sufficient balance in their account to cover such fees. In the event there are not sufficient funds in the Primary Account, you agree to pay us these fees within thirty (30) days. We reserve the right to deactivate or close any accounts with overdue fees in accordance with Section 4.G above. If you dispute any charges you must let us know within sixty (60) days after the date that we charge you.

(iii) We reserve the right to change our prices. If we do change prices, we will provide notice of the change to you in accordance with Section 8 below, at least 30 days before the change is to take effect. Your continued use of the service after the price change becomes effective constitutes your agreement to pay the changed amount.

(iv) You are responsible for all taxes associated with the services other than U.S. taxes based on our net income.

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

(vi) Current Fee Schedule

| Activity | Fee |
|---|---|
| Fund Loading | $0.00 |
| Peer-to-Peer Transfer | $0.00 |
| Purchases | 0% |
| Annual Subscription | $0.00 |

(vii) We reserve the right to waive fees at our sole discretion.

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## 5. Loading Method; Payment Transactions; Prohibited Uses; Refunds; and Gift Cards

A. Loading Method. As set forth above, Primary Account Holders are required to provide us with all necessary information for the Loading Method that will be used to transfer funds from an external account to the Parent Account. BY PROVIDING PAYMENT METHOD INFORMATION, PRIMARY ACCOUNT HOLDER EXPRESSLY AUTHORIZES REGO, ITS AGENTS, SERVICE PROVIDERS AND PROCESSORS TO CHARGE OR DEBIT THE PAYMENT METHOD FOR ALL PAYMENT TRANSACTIONS. Your authorization will remain in full force and effect while you maintain your Account and for any Payment Method listed, unless you change your Payment Method or close your Account. We may use the services of one or more third party, hosting providers, processors and/or financial institutions (each a "Processor") to process a Loading Transaction initiated through the Service. We may delay, suspend or refuse to process a Payment Transaction if we suspect the Payment Transaction is unauthorized, fraudulent, suspicious or otherwise unusual based on prior transaction activity or other fraud controls. We are not responsible for any fees or interest charged directly by your card issuer.

B. Linking Bank Accounts. If enabled by Service for your Parent Account, you may link your bank account or other external account at a third-party financial institution with us for online transfers between your linked account(s) and your Parent Account. If enabled by Service, you may link your external account(s) with your Parent Account by (i) logging into your financial institution via Service's Website or Mobile App, or (ii) by providing the account number and routing number for the external account and verifying the two (2) micro deposits we send to your external account the next business day. We may also verify your control of the external account by requiring you to submit proof of ownership of the external account(s). All linked accounts must be with financial institutions in the United States. We may decline the use of any external account that we believe may present a risk to you and/or us. By logging into your linked account(s) through the Service's Website or Mobile App, you authorize us to view your account history and profile, including, but not limited to, your account and routing numbers, balance, transaction history, contact information, and other related information made available by such

external financial institution; furthermore, you understand this information may be used to transact on your behalf and perform other services subject to our Privacy Policy. When adding an external account, you represent and warrant that you are the owner of and have the right to access, use and authorize us to use the account for information and funds transfer purposes. If any of your linked accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both you and them, and to use the external account with the Service. If you do not have such consent, you should not use that external account and we will terminate your use of the linking service if we are notified of such a situation. If you close any of your external accounts, you are responsible for removing it as an account eligible for the linking service to avoid any transaction failure and possible charges related to a failed transaction. We are not responsible for any acts or omissions by the external financial institution or other provider of any linked external bank account, including, without limitation, any modification, interruption, or discontinuance of any linked external bank account by such financial institution, service provider or Service. By linking your external account, you are authorizing REGO to electronically debit your account when you request such a transfer via the Service's Website or Mobile App, and, if necessary, electronically credit your account to correct erroneous debits. We reserve the right to cancel or suspend transactions due to fraud or compliance related concerns.

C. Prohibited Uses; Unauthorized Account Activity. You and any of your Sub Account Holder(s) may not use the Services to engage in activities that may be illegal for minors under federal and/or state or local laws; including, but not limited to the purchase of alcohol, tobacco or adult oriented content. You may not use your Account to fund any account that is set up to facilitate internet gambling. We reserve the right to limit or close an Account if we believe that the Account is associated with any prohibited use. If you believe that there is an error or unauthorized Payment Transaction or activity associated with your Account, you should contact us immediately at support@regopayments.com or such other customer service contact address posted on the Service.

D. Products Purchased Using the Service; Refunds. When you or your Sub Account Holder(s) use the Service, we will pass the Sub Account debit card details required to process the Payment Transaction to the Merchant for

processing. We do not process the transaction ourselves. We may pass this information either directly to the merchant in encrypted fashion, or via another service such as Apple Pay or Google Pay. You hereby agree that we may use your Sub Account debit card details in this fashion. We make no claims as to and shall not be held responsible for the safety, quality, reliability, legality, or fitness for a particular purpose of products and services offered by Merchants and purchased using the Service, nor do we make any claims as to the accuracy of information provided by Merchants about a product or service. We do not guarantee a Merchant's ability to deliver a product or service. Please refer to the Merchant's terms of use or sale for more information about their warranties and responsibilities to you. When an order is made using our Service, the Merchant may not accept the order. You agree not to hold liable for any damages resulting from the rejection of an order placed with a Merchant. We may not process a charge from your Sub Account debit card when a Merchant rejects your order. The Merchant, and not REGO, is responsible for refunding or compensating you for defective, damaged, or returned items. Please refer to the Merchant's refund and return policy for whether and how returns, refunds, and canceled orders will be accepted and processed.

E. Our Store and Gift Cards. In accordance with this Agreement, Users agree that any transactions made online via the REGO app, including the purchase of gift cards, shall be, if present, bound by the Additional Terms located on such portion of the Service. REGO shall not be responsible for the use of the gift card after its purchase through the store, except as set forth in the applicable Additional Terms. Any further use of the gift card shall be governed by the applicable terms and conditions of the respective issuer and merchant.

F. Payment Transactions. The debit card associated with a given Sub Account will be used to pay for the purchase of goods, products or services from approved participating Merchants that are either (a) within the limits set in the Sub Account(s) or elsewhere in their Account or (b) subsequently approved by a Primary Account Holder in response to a mobile app notification, text message, or other communication from REGO, that are initiated by a registered Youth or Primary Account Holder (a "Payment Transaction"). We may use the services of one or more third party, hosting providers, processors and/or financial institutions (each a "Processor") to process a Payment Transaction initiated through the Service. This may include electronically

transmitting an encrypted version of the Sub Account debit card number to a merchant, or leveraging an intermediate service such as Apple Pay or Google Pay. This may also include providing the Sub Account debit card number to the parent so they may use it in registering for other third-party services, in accordance with the guidelines of such third-parties. Depending on the parental controls that have been enabled, we may move funds from a Parent Account to a Sub Account just in time for a transaction, rather than keeping the full balance available on the Sub Account debit card. This can help parents ensure funds are used appropriately. As part of this, we may transfer up to 10% more than the planned transaction amount (the "Variance") to the Sub Account debit card in order to aid in the transaction concluding smoothly. Upon the conclusion of such a transaction, any remainder of that Variance would be transferred back to the Parent Account. This is intended to address issues including, but not limited to, discrepancies in rounding methods, pre-authorization charges, and misestimation of taxes. Except for our limited role in processing Payment Transactions, and automating the creation of the underlying debit cards and their corresponding bank accounts at a third-party bank, we are not involved in any underlying transaction between you or any person using your Account and a participating Merchant using the Service. We are not a bank and do not offer banking services.

G. Minor Children Must Be Authorized by Parent or Legal Guardian. Any minor who uses our Services must do so only as authorized by their parent or legal guardian, who must themselves be of majority age. You acknowledge that these Terms will apply to you and each Sub Account, and you expressly accept these Terms on behalf of yourself and each Sub Account. You further agree to and accept full responsibility for any Sub Account's use of our Service, including (a) any transactions made by a Youth on your REGO Account; (b) any transaction made by a Youth even if the post date shown on your statement for that transaction occurs after the date you ask us to remove the Sub Account from your REGO Account; (c) any transaction made by others if a Sub Account allows them to use your REGO Account; (d) fees and charges resulting from any transaction made by a Sub Account or others if a Sub Account allows them to use your REGO Account; and (e) any other financial charges and legal liability that a Sub Account may incur in connection with their use of your REGO Account. You agree to allow us to discuss your REGO Account with a Sub Account, which includes giving him or her access to your transaction history and REGO Account information. You also agree that a Sub Account

may use and receive information about the REGO Account the same way you do. By adding a Sub Account, you represent that you have permission from each one to allow us to share information about him or her as allowed by applicable law. This includes information we may get from you, any Sub Account, and information about their transactions and use of our Service.

H. Electronic Fund Transfer Disclosure Statement. The following disclosures are made in accordance with the federal law regarding electronic payments, deposits, transfers of funds and other electronic transfers to and from your account(s). There may be limitations on account activity that restrict your ability to make electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing your account.

(i) Definitions

Electronic Fund Transfer: Any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic device or computer to instruct us to debit or credit an account. Electronic Fund Transfers include such electronic transactions as direct deposits or withdrawals of funds, transfers initiated via telephone, website or mobile application.

Preauthorized Electronic Fund Transfer: An Electronic Fund Transfer that you have authorized in advance to recur at substantially regular intervals; for example, direct deposits into or withdrawal of funds out of your account.

(ii) Your Liability

Authorized Transfers: You are liable for all Electronic Fund Transfers that you authorize, whether directly or indirectly.

Unauthorized Transfers: Tell us at once if you believe your account or PIN or Access Information (as defined below) is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Support message us immediately to keep your possible losses to a minimum. You could lose all the money in your account(s). If you tell us within two (2) business days after learning of the loss or theft of your account access device, or after learning of any other unauthorized transfers from your account involving your account access device, you can lose no more than $50 if Electronic Fund Transfers are made without your permission. For

these transactions, if you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as $500. Also, if your periodic account statement shows unauthorized transfers and you DO NOT tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen access device or of any other suspected unauthorized transfer(s), the time periods specified in this Section (5.G.ii) may be extended for a reasonable period.

I. Peer to Peer (P2P) Payments. Using the Service, you can send money to or request money from another REGO user for personal, non-commercial purposes, through your REGO Account (each a"P2P Transfer"). All P2P Transfers are processed by our Bank Partner and are subject to these Terms as well as the terms of any other agreement you or the recipient of funds has with us and/or our Bank Partner.

(i) Authorizing a P2P Transfer

When you initiate a P2P Transfer, your payment instruction authorizes our Bank Partner to debit the deposit account associated with your REGO Account for the amount of the P2P Transfer and move the funds to your designated recipient. By authorizing a P2P Transfer, you also authorize our Bank Partner to initiate any other transactions necessary to correct errors or reverse payments that are rejected or returned. You may not use an external bank account or any other payment method to fund a P2P Transfer. You are solely responsible for ensuring you have sufficient available funds in your REGO Account necessary to complete any payments initiated through the Service. You agree to reimburse our Bank Partner for any fees, costs, or expenses it incurs as a result of insufficient or unavailable funds in connection with any P2P Transfer you initiate.

(ii) Fees and Taxes

We do not currently charge fees for P2P Transfers but we reserve the right to do so in the future. You are responsible for determining whether you

owe any taxes as a result of your use of the P2P Transfer service and remitting such taxes to the appropriate authority.

(iii) Transaction Limits.

We may, at our discretion, impose limits on the amount and/or number of P2P Transfers you can send and receive. The limits on P2P Transfers are as follows: You may not send more than one thousand dollars ($1,000) in any single transaction or in multiple transactions over a thirty (30) day period, and you may not receive more than one thousand dollars ($1,000) in any thirty (30) day period. We or our Bank Partner may reject or reverse any transaction that would cause the sender or recipient of the P2P Transfer to exceed these limits, or if we or our Bank Partner determine in our sole discretion that the P2P Transfer was invalid for any reason. You agree that we will incur no liability if we are unable to complete any P2P Transaction or if we reverse a P2P Transfer because of: (a) the sender's insufficient available funds in their REGO Account; (b) malfunction of the P2P Transfer Service due to circumstances beyond our control or due to circumstances that you were already aware of at the time you initiated your payment instruction; (c) failure of the recipient to receive the P2P Transfer; or (d) the transaction would cause the sender or recipient to exceed applicable transaction limits, or violate applicable law, these Terms, or any other agreement the sender or recipient has with us and/or our Bank Partner. We reserve the right to change these transaction limitations at any time, in our sole discretion, with or without notice to you.

(iv) Fraud, Monitoring.

We and our Bank Partner review P2P Transfer activity at various times for, among other things, suspicious or illegal activity, and whether a P2P Transfer complies with applicable law, these Terms, or any other agreement the sender or recipient has with us and/or our Bank Partner. In connection with our review process, we may require you to provide additional information and/or documentation to verify your identity. Your REGO Account and/or access to funds sent to you may be limited until verification is completed. Reviews may result in, among other things, (a) delayed, blocked or canceled P2P Transfers; (b) money being held by our Bank Partner; (c) money being applied to amounts you owe to us or our Bank Partner, or used to offset loss incurred by us or our Bank Partner; (d) restriction, suspension, or termination of your REGO Account; (e) money

being seized to comply with a court order, warrant, or other legal process; and/or (f) money you previously received being debited from your REGO Account and sent to our Bank Partner or the sender. Among other reasons, we or our Bank Partner may take these actions if you knowingly or unknowingly were a participant in a P2P Transfer that was made from a REGO Account without the appropriate authorization.

P2P TRANSFERS SHOULD ONLY BE USED TO TRANSACT WITH PEOPLE YOU KNOW AND TRUST. DO NOT USE P2P TRANSFERS TO TRANSACT WITH PEOPLE YOU DON'T KNOW. IF YOU DO, AND WE LATER REVERSE THE P2P TRANSFER (WHICH MAY OCCUR IF IT IS DETERMINED THAT THIS AGREEMENT OR AN AGREEMENT GOVERNING A REGO ACCOUNT WAS VIOLATED, OR IF THE P2P PAYMENT WAS NOT AUTHORIZED), YOU COULD LOSE THE MONEY SENT IN THE P2P TRANSFER.

If we, in our sole discretion, determine that you have engaged in abuse, misuse, or fraud in connection with using the P2P Transfer service, or that you attempt to do so, we may take any action, including: (a) reverse a deposit to your REGO Account that occurred as a result of a P2P Transfer; (b) temporarily suspend your ability to use the P2P Transfer service; (c) terminate your participation in the P2P Transfer Service; and/or (d) cancel or restrict your REGO Account.

(v) Termination.

Any pending transactions at the time of termination, closure, or suspension of your REGO Account, or use of the P2P Transfer service will be settled. Any funds that we are holding in custody for you at the time of termination, suspension, or closure of your REGO Account, less any applicable fees, (a) may be made available for you in our Bank Partner's sole discretion and subject to the other conditions in these Terms and applicable law, and (b) we may require you to link a new bank account that has not been associated with your REGO Account to cash out such funds. If an investigation is pending at the time of closure, we may hold your funds until resolution of the investigation.

(vi) Refunds, Reversals and Chargebacks.

P2P Transfers may be invalidated or reversed by us or our Bank Partner if, among other reasons, we send cash to you in error, the funding transaction

is declined or reversed, the P2P Transfer was unauthorized or unfunded, or the P2P Transfer was made for activities or reasons that violate these Terms or any other agreement you have with us or our Bank Partner. If the P2P Transfer you send or receive is invalidated for any reason, you may be liable to us or our Bank Partner for the full amount of the P2P Transfer, and our Bank Partner may recover the amount of the P2P Transfer (plus applicable fees, if any) from you. Our Bank Partner may recover the amount of the P2P Transfer from the sender or recipient in our sole discretion (subject to applicable law). When recovering the amount of an invalidated P2P Transfer from you, our Bank Partner may apply any cash sent to you in a subsequent P2P Transfer, debit cash from your REGO Account, engage in collection efforts to recover such amounts from you, place a limitation or restriction on your REGO Account, or take any other action authorized by these Terms or any other agreement you have with us or our Bank Partner.

(vii) Unauthorized P2P Transactions. To protect yourself from unauthorized P2P Transactions, you should regularly log into your REGO Account and review the activity on the account to ensure each transaction was authorized and accurately completed. If you believe your password or other access credentials have been stolen, compromised, or a transaction was made without your authorization, notify us IMMEDIATELY by writing to us at support@regopayments.com. We are not responsible for resolving disputes between you and another REGO user with whom you engage in P2P Transfer transactions.

(viii) Stop Payment

Our ability to stop a P2P Transfer once you have initiated it will depend on when you notify us of your desire to stop the transaction, and whether our Bank Partner has begun to process the P2P Transfer or has a reasonable opportunity to act on your request to stop the payment. All P2P Transfer requests may be processed as soon as we receive them, and we and our Bank Partner may be unable to stop the P2P Transfer. Be aware that most P2P Transfers typically complete within seconds.

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## 6. Procedure for Alleging Copyright Infringement

A. DMCA Notice. REGO asks our users to respect the intellectual property rights of others. It is our policy to respond appropriately to clear notices of alleged copyright infringement, as set forth more fully below. In REGO's sole discretion, REGO may remove content that may be infringing on another person's intellectual property rights with or without notice to the potential infringer. In accordance with the U.S. Digital Millennium Copyright Act ("DMCA") and other applicable law, REGO has adopted a policy of terminating, in appropriate circumstances and at REGO's sole discretion, users who are deemed to be repeat infringers. If we remove or disable access in response to a DMCA Notice (as defined below), we will make a good faith attempt to contact the owner or administrator of the affected site or content so that they may make a counter-notification.

If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following: (i) a legend or subject line that says: "DMCA Copyright Infringement Notice"; (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Service on which the material appears); (iv) your full name, address, telephone number, and e-mail address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and (vii) your electronic or physical signature.

REGO will only respond to DMCA Notices that it receives by mail, e-mail, or facsimile at the addresses below:

By Mail: REGO Payment Architectures, Inc., 325 Sentry Parkway, Suite 200, Blue Bell PA 19422, Attention: Legal Counsel

By E-Mail: dmca@regopayments.com

By Phone: (267) 465-7530

REGO may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and REGO may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Without limiting REGO's other rights, REGO may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website owned or operated by REGO. See Section 4 , above.

B. Counter-Notification. If access on the Service to a work that you submitted to is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information: (i) a legend or subject line that says: "DMCA Counter-Notification"; (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Service from which the material was removed or access to it disabled); (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (iv) your full name, address, telephone number, e-mail address, and the username of your account; (v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the First Judicial District of Pennsylvania), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and (vi) your electronic or physical signature.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may

forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

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## 7. Procedure for Alleging Infringement of Other Intellectual Property

If you own intellectual property other than copyrights and believe that your intellectual property other than copyright has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice to the addresses set forth above that includes: (a) a legend or subject line that says: “Intellectual Property Infringement Notice” and (b) all the other information required for the DMCA notice above, except describing the other intellectual property alleged to have been infringed.

We will act on such notices in our sole discretion. Any user of the Service that fails to respond satisfactorily to REGO with regard to any such notice is subject to suspension or termination. We may send the information that you provide in your notice to the person who provided the allegedly infringing material.

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## 8. Notices, Questions and Customer Service

You agree that: (1) we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the home page of the Service, or in another reasonable manner; and (2) we may contact you by e-mail, by SMS messaging associated with your mobile phone, via in-App messaging, or by mail sent to the address provided by you. We primarily communicate with you via your registered electronic address (e-mail and/or SMS messaging). By registering for the Service and accepting the terms of this Agreement, you affirmatively consent to receive notices electronically from us (your "Consent"). You agree that we may provide all communications and transactions related to the Service and your Account, including without limitation agreements related to the Service, amendments or changes to such agreements, disclosures, notices, transaction information, reports, policies (including without limitation notices about our Privacy Policy), responses to claims, and other customer communications that we may be required to provide to you by law or elect to provide you in electronic format (collectively, "Communications"). All Communications by us will be sent either (a) via e-mail or SMS messaging associated with your mobile phone, (b) by providing access

to a website that we designate in an e-mail or SMS notice to you, (c) posting to the Site, or (d) via in-App messaging. All Communications will be deemed to be in "writing" and received by you when sent to you. You are responsible for creating and maintaining your own records of such Communications. You are responsible for any message, data rates or fees that your telephone service and/or Internet service provider charges in relation to such Communications. You must send notices to us at the designated email address(es) on the Site or through the submission forms on the Site. We reserve the right to discontinue or modify how we provide Communications. We will give you prior notice of any change. Your continued Consent is required to use your Account. To withdraw your Consent, you will need to close your Account. We reserve the right to charge you a handling fee for any notices that we physically mail to you at your request or because your SMS or e-mail addresses fail. You agree to promptly notify us if you change your email, mobile number or mailing address. All legal notices to us must be sent to REGO Payment Architectures, Inc., 325 Sentry Parkway, Suite 200, Blue Bell PA 19422, Attn: Legal Counsel.

If you have a question regarding using the Service, you may contact REGO Customer Support by sending an e-mail to support@regopayments.com. You acknowledge that the provision of customer support is at REGO's sole discretion and that we have no obligation to provide you with customer support of any kind. We may provide you with customer support from time to time, at our sole discretion, provided that you have created an account and that you submit your customer support inquiries using such account.

Bank services are provided by Bangor Savings Bank, Member FDIC. Refer to your account agreement (Section 22) for more details.

To facilitate Customer Service, you agree to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf, at any telephone number you provide or at which you may be reached. You represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us.

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## 9. Product Specifications; Pricing; Typographical Errors

We do our best to describe every product or service offered on this Service as accurately as possible. However, we are human, and therefore we do not

warrant that product specifications, pricing, or other content on the Service is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications, REGO shall have the right to refuse or cancel any orders in its sole discretion. If we charged your debit card or other account prior to cancellation, we will issue a credit to your account in the amount of the charge. Applicable Additional Terms may apply. If a product you purchased from REGO is not as described, your sole remedy is to return it in unused condition, complete and undamaged, in the original packaging to the Merchant in accordance with its respective terms and conditions.

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## 10. Links by You to the Service

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Service, so long as: (a) the links only incorporate text, and do not use any Trademarks, (b) the links and the content on your website do not suggest any affiliation with REGO or cause any other confusion, and (c) the links and the content on your website do not portray REGO or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to REGO. REGO reserves the right to suspend or prohibit linking to the Site for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

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## 11. Linked-To Websites; Advertisements; Dealings with Third Parties

A. Third-Party Services; Advertisements. The Service may contain links to third-party sites that are not owned, controlled or operated by REGO, and the Service may also include links to third-party ads, tools, plug-ins and/or other content on the Service that link third-party sites (collectively, "Third-Party Services"), including websites operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with REGO. This may include the ability to register or sign in to our Services using Facebook Connect or other third party tools, and to post content on third party sites and services using their plug-ins made available on our Services. We may also host our content, apps and tools on Third-Party Services. REGO

may have no control over the content, operations, policies, terms, or other elements of Third-Party Services, and REGO does not assume any obligation to review any Third-Party Services. REGO does not endorse, approve, or sponsor any Third-Party Services, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, REGO is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such sites. Finally, REGO will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these Third-Party Services. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Third-Party Services. REGO DISCLAIMS ALL LIABILITY IN CONNECTION THEREWITH.

B. Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Third-Party Services or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). REGO disclaims all liability in connection therewith.

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## 12. Wireless and Location-Based Features

A. Wireless and Location-Based Features. The Service may offer certain features and services that are available to you via your wireless Device. These features and services may include the ability to access the Service's features and upload content to the Service, receive messages from the Service via mobile app notifications or SMS (the "Wireless Notifications "), access the geo-location services of the Device (the "Location-Based Features"), and download applications to your wireless Device (the "Wireless App") (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features, for which you are responsible. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict

certain Wireless Features and certain Wireless Features may be incompatible with your carrier or Device. You should check with your carrier to find out what plans are available and how much they cost. Contact your carrier with questions regarding these issues. Account information and features may be limited when using the Wireless Features.

B. Terms of Wireless and Location-Based Features. You agree that some of the Wireless Features for which you are registered may send communications via such features or apps to your Device regarding us or other parties. Further, we may collect information related to your use of the Wireless Features. You agree REGO may use Wireless Features as an aid in identifying you and reducing the risk of fraud. This includes, but is not limited to, collecting the geo-location of Youth at the moment of a transaction, and looking up the owner of a mobile number during the creation process of an Account. You agree to notify REGO of any changes to your wireless contact information (including phone number) and update your accounts on the Service to reflect the changes. By default, certain events, such as purchases, may trigger a mobile app notification. You may log into your Account and change your notification settings. Your Device must have text messaging capability in order to receive the SMS Wireless Notifications used during your initial identity verification. To stop using other Wireless Features, you may need to update your Account settings and/or delete the Wireless App from your Device. By opting into any Wireless Features, you represent that you are the owner of the Device and that you are at least eighteen years old. To contact us, you may send an email to support@regopayments.com.

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## 13. Dispute Resolution

Certain portions of this Section 13 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and REGO agree that we intend that this Section 13 satisfies the “writing” requirement of the Federal Arbitration Act. This Section 13 can only be amended by mutual agreement. Where arbitration is not permitted by the mandatory laws in your country of residence, or where the parties have not otherwise agreed to arbitration in accordance with applicable laws, the provisions of Section 14 shall apply to all relevant disputes between you and us.

A. First – Try to Resolve Disputes and Excluded Disputes. To the fullest extent permitted by applicable law, if any controversy, allegation, or claim arises out of or relates to the Service, the Content, your User-Generated Content, these Terms, or any applicable Additional Terms, whether heretofore or hereafter arising (collectively, "Dispute "), or to any of REGO's actual or alleged intellectual property rights (an "Excluded Dispute", which includes those actions set forth in Section 13(D)), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 13(A). Your notice to us must be sent to: REGO Payment Architectures, Inc., 325 Sentry Parkway, Suite 200, Blue Bell PA 19422, Attention: Legal Counsel. For a period of sixty (60) days from the date of receipt of notice from the other party, REGO and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or REGO to resolve the Dispute or Excluded Dispute on terms with respect to which you and REGO, in each of our sole discretion, are not comfortable.

B. Binding Arbitration. If we cannot resolve a Dispute as set forth in Section 13(A) (or agree to arbitration in writing with respect to an Excluded Dispute) within sixty (60) days of receipt of the notice, then ANY AND ALL DISPUTES ARISING BETWEEN YOU AND REGO (WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT— INCLUDING, BUT NOT LIMITED TO, FRAUD, ANY OTHER INTENTIONAL TORT OR NEGLIGENCE,—COMMON LAW, CONSTITUTIONAL PROVISION, RESPONDEAT SUPERIOR, AGENCY OR ANY OTHER LEGAL OR EQUITABLE THEORY), WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THESE TERMS, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT, SERVICE OR ADVERTISING CONNECTED TO THE PROVISION OR USE OF THE SERVICE. The Federal Arbitration Act ("FAA"), not state law, shall govern the arbitrability of all disputes between REGO and you regarding these Terms (and any Additional Terms) and the Service. REGO and you agree, however, that Pennsylvania or federal law shall apply to and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between you and REGO regarding these Terms and the

Service, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to Pennsylvania's choice of law principles.

A Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association ("AAA"). If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling or unable to set a hearing date within sixty (60) days of the filing of a "demand for arbitration," then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. ("JAMS") using JAMS' streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of REGO consent to in writing. If an in-person arbitration hearing is required, then it will be conducted in the "metropolitan statistical area" (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require REGO to pay a greater portion or all of such fees and costs in order for this Section 13 to be enforceable, then REGO will have the right to elect to pay the fees and costs and proceed to arbitration

C. Limited Time To File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT A EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 13(A)) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.

D. Injunctive Relief. To the fullest extent permitted by applicable law, the foregoing provisions of this Section 13 will not apply to any legal action taken by REGO to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Service, any Content, your User-Generated Content and/or REGO's intellectual property rights (including such REGO may claim that may be in dispute), REGO's operations, and/or REGO's products or services.

E. Small Claims Matters Are Excluded From Arbitration Requirement. Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court, subject to Section 13(G).

F. No Class Action Matters. To the fullest extent permitted by applicable law, disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to Section 13(B)(i) holds that this restriction is unconscionable or unenforceable, then our agreement in Section 13(B) to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 13(G).

G. Federal and State Courts in Philadelphia. Except to the extent that arbitration is required in Section 13(B), and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute may only be instituted in state or federal court in Philadelphia County, Pennsylvania. Accordingly, you and REGO consent to the exclusive personal jurisdiction and venue of such courts for such matters.

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## 14. Other Dispute Resolution Where Arbitration Is Not Available

This Section 14 applies to all users of the Service, if, and only to the extent that, the mandatory laws in your country of residence do not permit arbitration of Disputes in accordance with Section 13 or the parties have not otherwise agreed to arbitration if required by applicable law.

A. Section 14 Disputes. To the fullest extent permitted by applicable law, if any controversy, allegation, or claim (including any non-contractual claim) arises out of or relates to the Service, the Content, these Terms, whether heretofore or hereafter arising or to any of REGO's actual or alleged intellectual property rights (collectively, a "Section 14 Dispute"), then you and we agree to send a written notice to the other providing a reasonable description of the Section 14 Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 14.A. Your notice to us must be sent to: REGO Payment Architectures, Inc., 325 Sentry Parkway, Suite 200, Blue Bell PA 19422, Attn: Legal Counsel. Subject to applicable law, for a period of sixty (60) days from the date of receipt of notice from the other party, REGO and you will engage in a dialogue in order to attempt to resolve the Section 14 Dispute, though nothing will require either you or REGO to resolve the

Section 14 Dispute on terms with respect to which you and REGO, in each of our sole discretion, are not comfortable.

B. Jurisdiction. The parties agree that the state or federal courts in Philadelphia County, Pennsylvania shall have non-exclusive jurisdiction of any Section 14 Dispute, unless otherwise required by applicable laws of your jurisdiction of residence.

C. Governing Law. To the maximum extent permitted by the mandatory laws in your country of residence, these Terms and any Section 14 Dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes), will be governed by, and construed in accordance with, the laws of the State of Pennsylvania, without regard to its conflicts of law provisions.

D. Limited Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A SECTION 14 DISPUTE AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 14.A) WITHIN ONE (1) YEAR AFTER DISCOVERY OF THE SECTION 14 DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.

E. Injunctive Relief. The foregoing provisions of this Section 14 will not apply to any legal action taken by REGO to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Service, any Content, your User-Generated Content and/or REGO's intellectual property rights (including such REGO may claim that may be in dispute), REGO's operations, and/or REGO's products or services.

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## 15. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. Therefore, to the fullest extent permissible by law, REGO Payment Architectures, Inc. and its direct and indirect parents, subsidiaries, affiliates, and each of their respective officers, employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and

assigns (collectively, "REGO Parties") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

(a) the Service (including the Content and the User-Generated Content);

(b) the functions, features, or any other elements on, or made accessible through, the Service;

(c) any products, services, or instructions offered or referenced at or linked through the Service;

(d) security associated with the transmission of your User-Generated Content transmitted to REGO or via the Service;

(e) whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);

(f) whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable;

(g) whether any defects to or errors on the Service will be repaired or corrected;

(h) whether your access to the Service will be uninterrupted;

(i) whether the Service will be available at any particular time or location; and

(j) whether your use of the Service is lawful in any particular jurisdiction.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN APPLICABLE ADDITIONAL TERMS PROVIDED BY A REGO PARTY, REGO PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable, and you may have additional rights.

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## 16. LIMITATIONS OF OUR LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY REGO PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, that are directly or indirectly related to:

(a) the Service (including the Content and the User-Generated Content);

(b) your use of or inability to use the Service, or the performance of the Service;

(c) any action taken in connection with an investigation by REGO Parties or law enforcement authorities regarding your access to or use of the Service;

(d) any action taken in connection with copyright or other intellectual property owners or other rights owners;

(e) any errors or omissions in the Service's technical operation; or

(f) any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if REGO Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you, and you may have additional rights.

EXCEPT AS MAY BE PROVIDED IN ANY APPLICABLE ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL

REGO PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID REGO IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A COURT OR TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY REGO OR A MANUFACTURER OF A PHYSICAL PRODUCT.

Residents of the European Union are entitled to the following exclusions to the disclaimers or limitation of liability: Nothing in these Terms shall operate to exclude or limit our liability for death or personal injury caused by negligence; fraud or fraudulent concealment; or any other liability which cannot be excluded or limited under applicable law.

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## 17. Waiver of Injunctive Or Other Equitable Relief

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, USER-GENERATED CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY REGO (INCLUDING YOUR LICENSED USER-GENERATED CONTENT) OR A LICENSOR OF REGO.

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## 18. Updates to Terms.

These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the applicable services to which it applies, shall govern such use (including transactions entered during such use). AS OUR SERVICE EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE SERVICE MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE SERVICE UNDER THE TERMS OR APPLICABLE ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF ADDITIONAL TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE ADDITIONAL TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted Terms and any applicable Additional Terms each time you use the Service (at least prior to each transaction or submission). The applicable Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms (and any applicable Additional Terms) that applied when you previously used the Service will continue to apply to such prior use and any specific term to which we previously committed to apply those Terms (if applicable) (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or applicable Additional Terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page, and the e-mail you associated with your Account for notices, all of which you agree are reasonable manners of providing you notice. You can reject any new, revised or applicable Additional Terms by discontinuing use of the Service and related services.

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## 19. General Provisions

A. REGO's Consent or Approval. As to any provision in these Terms or any applicable Additional Terms that grants REGO a right of consent or approval, or permits REGO to exercise a right in its "sole discretion," REGO may exercise that right in its sole and absolute discretion. No REGO consent or approval

may be deemed to have been granted by REGO without being in writing and signed by an officer of REGO.

B. Applicable Law. These Terms and any applicable Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the State of Pennsylvania, without regard to its conflicts of law provisions, unless the applicable laws of your jurisdiction of residence require that the laws of such jurisdiction govern, in which case the laws of such jurisdiction are to govern.

C. Indemnity. You agree to, and you hereby, defend, indemnify, and hold REGO Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any REGO Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your User-Generated Content; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) REGO Parties' use of the information that you submit to us (including your User-Generated Content) (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by REGO Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, REGO Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. REGO Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a REGO Party.

D. Operation of Service; Availability of Products and Services; International Issues. REGO controls and operates the Service from its U.S.-based offices in the U.S.A., and REGO makes no representation that the Service is appropriate

or available for use beyond the U.S.A. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Service may describe products and services that are available only in the U.S.A. (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Service and/or the provision of any content, program, product, service, or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or to any sale of goods carried out as a result of your use of the Service.

E. Export Controls. Software related to or made available by the Service may be subject to export controls of the U.S.A. To the extent permissible under applicable domestic laws, no software from the Service may be downloaded, exported, or re-exported (i) into (or to a national or resident of) any country or other jurisdiction to which the U.S.A. has embargoes (which, as of the effective date of these Terms, includes Cuba, North Korea, Iran, Sudan, and Syria), or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, or (iii) to anyone on the U.S. Department of Commerce's Bureau of Industry and Security Entities List as published in the Export Administration Regulations (including entities engaged in weapons of mass destruction proliferation in various countries and persons and entities that are suspected of diverting U.S. origin items to embargoed countries or terrorist end-uses). You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by law, you agree and warrant not to export or re-export the software to any county, or to any person, entity, or end-user subject to U.S. export controls or sanctions, including, without limitation, as set forth in subsections (i) – (iii) above.

F. Severability; Interpretation. If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the applicable

Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms or any applicable Additional Terms, the word will be deemed to mean "including, without limitation". The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

G. Communications. When you communicate with us electronically, such as via e-mail and text message, you consent to receive responsive communications from us electronically. We will try to promptly respond to all inquiries, but we are not obligated to do so. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

H. Investigations; Cooperation with Law Enforcement; Termination; Survival. REGO reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) investigate any information obtained by REGO [in accordance with its Privacy Policy] in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Service, in whole or in part, or, except as may be expressly set forth in any applicable Additional Terms, suspend or terminate your access to it, in whole or in part, including any user Accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to REGO under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from REGO, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights

and licenses you grant to REGO in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

I. Assignment. REGO may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of REGO.

J. No Waiver. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or REGO in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

K. U.S. Government Restricted Rights. If you are a U.S. government end user, then this provision applies to you. The Service provided in connection with these Terms has been developed entirely at private expense, as defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227-7015 (or any equivalent or subsequent agency regulation thereof), and is provided as "commercial items," "commercial computer site" and/or "commercial computer site documentation." Consistent with DFARS section 227.7202 and FAR section 12.212 and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these Terms and shall be prohibited except to the extent expressly permitted by these Terms.

L. California Consumer Rights. Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254. Their website is located at: http://www.dca.ca.gov.

M. Connectivity. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them.

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**20. Electronic W-9 Certifications.**

As required by the Internal Revenue Service (IRS), by creating a Primary Account, you are making the following declaration to the IRS:

I certify, under penalty of perjury that:

1. The Taxpayer Identification Number or Social Security Number I provided is correct;
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person

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**21. Terms Applicable for Apple iOS.**

If you are accessing or using the Service through an Apple Device, the following applicable Additional Terms and conditions are applicable to you and are incorporated into the Terms by this reference:

(i) To the extent that you are accessing the Service through an Apple Device, you acknowledge that these Terms are entered into between you and REGO and, that Apple, Inc. (“Apple”) is not a party to these Terms other than as third-party beneficiary as contemplated below. REGO, not Apple, is solely responsible for the Apple-Enabled Software and its content.

(ii) You may not use the Apple-Enabled Software in any manner that is in violation of, inconsistent, or otherwise in conflict with our Services and Content Usage Rules (“Usage Rules”) set forth for Apple-Enabled Software in the Apple Media Services Terms and Conditions.

(iii) Any license we may give you to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product

that you own or control, as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that such Licensed Application may be accessed and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.

(iv) Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

(v) Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be REGO's sole responsibility, to the extent it cannot be disclaimed under applicable law.

(vi) Both you and REGO acknowledge that REGO, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including: (a) product liability claims; (b) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation, including in connection with Your Licensed Application's use of the HealthKit and HomeKit frameworks.

(vii) In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between REGO and Apple, REGO, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

(viii) You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

(ix) If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to REGO as follows:

By e-mail: support@regopayments.com

By mail: 325 Sentry Parkway, Suite 200, Blue Bell PA 19422

(x) Both you and REGO acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms with respect to the Apple-Enabled Software, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you with respect to the Apple-Enabled Software as a third-party beneficiary.

(xi) When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service.

(xii) Apple restricts Apple Pay for children under 13.

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## 22. Cardholder Agreement and Demand Deposit Agreement.

By opening a REGO Parent Account, you are agreeing to both the Cardholder Agreement of REGO and its partners as well as the Demand Deposit Agreement of the Issuing Bank and its partners for both the Card issued to you, the Parent, and all Sub Cards that are created as a result of your adding Sub Accounts for one or more of your children. These Additional Terms and conditions are applicable to you and are incorporated into the Terms by this reference:

Demand Deposit Agreement – https://cdn.regopayments.com/tenants/Mazoola/legal/BangorSavingsBank/BangorSavingsBankDepositAccountAgreement.pdf;

Cardholder Agreement – https://cdn.regopayments.com/tenants/Mazoola/legal/BangorSavingsBank/BangorSavingsBankDebitCardAgreement.pdf;

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