

## GENERAL TERMS AND CONDITIONS FOR REMOTE MONEY TRANSFER SERVICES

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING THE WEBSITE OR USING THE SERVICE, YOU AGREE TO BE BOUND BY (1) THIS AGREEMENT, (2) THE MONTY GLOBAL PAYMENTS USA (MGP) PRIVACY POLICY, AND (3) THE CITY NATIONAL BANK OF NEW JERSEY PRIVACY POLICY. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT ACCESS THE WEBSITE OR USE THE SERVICE.

### NOTE:

MGP is an Agent of City National Bank of New Jersey, a federal chartered bank. All money remittance services are fulfilled by City National Bank of New Jersey. All monetary transmissions are in compliance with federal banking regulations and state licensing requirements pertinent to Money Services Business. Through its federal charter license, City National Bank is able to promote its Money Remittance Service in all fifty U.S. states.

## USER AGREEMENT

***THE HEADINGS CONTAINED IN THIS AGREEMENT ARE FOR REFERENCE PURPOSES ONLY.***

**This document describes how you should use our Service and the conditions to which you are subject when you use it.**

These **General Terms and Conditions for Remote Payment Services** (hereinafter "the **User Agreement**" or "**Agreement**"), govern the relationship between you (hereinafter "**Customer**") and Monty Global Payments USA, LLC doing business as "Clicktransfer" (hereinafter "**MGP**" or "Company"), with respect to the use of this money remittance website (for purposes of this Agreement, "website" includes [www.clicktransfer.us](http://www.clicktransfer.us), our mobile websites, and our mobile applications) and the services associated with it ("Service").

As used throughout this Agreement, the terms "MGP", "Company", "we", "us", and "our" refer to Monty Global Payments USA, LLC doing business as "Clicktransfer" together with its employees, consultants, directors, successors, subsidiaries, affiliates, and assignees. The terms "you," "your," and "Customer" refer to users of the Service, whether in their capacity as senders, recipients, beneficiaries, or visitors to our websites.

### **1. Interpretation.**

The legal relationship created between MGP and the Customer (hereinafter referred to as "the **Parties**"), is a valid contract and its will is expressed solely, exclusively and completely by this Agreement.

In case there is any contradiction between these general conditions and the terms and conditions of a specific service, the terms and conditions of a specific service shall always prevail.

## **2. Scope of application of this Agreement.**

The conditions contained in this document will apply to the money remittance and monetary transfers conducted through our platform.

These general conditions apply to the contracting of products, services and transactions that MGP, as payment service provider, agrees to provide its Customers and apply to the following MGP payment services and operations:

- Money transfers;
- Issuance and receipt of individual and bulk transfers, sporadic or permanent, national or international, between users of payment services located overseas (OFAC permitted jurisdictions only);
- Transactions in which the consent of the payer is transmitted by means of telecommunication, digital or computer devices, and the payment is made through the operator of the network or telecommunications or computer system, acting only as an intermediary between the Customer and MGP.

If you submit a Transaction, you are requesting that we process your transaction, an offer which we may accept or reject at our sole discretion from our place of business in Miami, Florida, U.S.

## **3. Use of the Service and Age Eligibility of Users.**

You must be at least eighteen (18) years old to access or use the Service as a Sender. You must be able to form legally binding contracts under applicable law.

You may only use MGP to send money transfers to family and friends. Using MGP for commercial purposes is prohibited.

Furthermore, do not attempt to use the service to send money to anyone that you do not know personally. Fraudulent beneficiaries do exist, and they try many ways to convince others to send them money. The best way to avoid such a scam is simple: send only to people you know personally.

If you receive a request and are unsure if it's legitimate, confirm directly with the requestor. You can unsubscribe from request emails anytime.

You may not submit or receive a money transfer on behalf of any other person or entity.

## **4. Use MGP for legal purposes only.**

You should never use MGP to send or receive a money transfer that may be unlawful. You should only send money for legal purposes, and only to people you know, such as your family and friends. To ensure the correct use of our services, we utilize proprietary compliance and anti-fraud policies and procedures,

which are mandated by the Bank Secrecy Act, the USA Patriot Act, and other applicable U.S. laws and regulations.

If we detect that you or your recipient are engaging in illegal activities, using MGP for commercial purposes, or otherwise violating MGP User Agreement, we have the right to modify or discontinue your use of the MGP service immediately, and we will take action against your account.

#### **5. Responsiveness of Service.**

The speed of money transfer service is subject to several factors including but not limited to the following:

- Approval by the MGP proprietary anti-fraud verification system;
- Funds availability from sender's payment account (checking, credit, or debit card);
- Recipient country banking hours and banking system availability;
- Difference in time zones, weekend bank processing availability and local bank holidays; and
- Receiving agent hours of operation

#### **6. Identification and Authentication Mechanisms.**

We need your email and mobile to identify you as a user. To confirm that we have received your information correctly we will send you an email with a link and an SMS with a code to activate your account.

As a means of identifying Customers to perform operations through the MGP web application, Customers should provide their contact email address and the password they will use to access the online platform. Once the contact details are provided, Customers will receive an email with a link which they will have to access to activate their user accounts. When accessing the link that is provided via email, Customers are required to enter a one-time password received on the mobile phone provided as contact number.

MGP may at any time modify the mechanisms of identification and authentication to update and improve security systems; in this case, a message will be posted on MGP website to notify all Customers.

MGP reserves the right to check and verify the Customer's identification data through public and private search data means applicable to identity searches and confirmation.

The Customer undertakes to preserve the confidentiality of the information provided to MGP for authentication. In case of loss, theft, or any event that could affect its confidentiality, the Customer must inform MGP immediately. Until MGP is notified, MGP will be released from all responsibility carried out in such time interval.

#### **7. Operation, Transaction Fees, Authorization to Charge and Cellular Phone Charges:**

Transaction Fee:

For each Transaction you make, MGP may charge a commission in addition to the money you want to transfer. Depending on the payment mode you elect, there could be an additional commission charged by the payment gateway.

#### Authorization to Charge:

For each transaction you make, you agree to pay MGP a transaction fee (the "transaction fee") in addition to the monetary amount of the transaction. Additional fees may apply when you submit a Transaction that results in non-sufficient fund or chargeback. You agree to reimburse MGP for fees incurred.

In order for MGP to collect payment from you, you hereby authorize MGP to access, charge, or debit funds from any of the payment instruments you provide us in connection with your use of the Service including but not limited to credit card, debit card or bank account (hereinafter "MGP Account"). If your payment fails or is insufficient, we may re-try debiting your MGP Account one or more times or you may authorize us to debit a different form of payment. For example, if there are insufficient funds in your bank account at the time you submit the Transaction, upon obtaining your authorization and specific instructions, we will debit the alternative form of payment disclosed by you.

You hereby represent and warrant that you are the lawful owner or have legal rights over the payment instrument(s) you disclosed to MGP.

#### Operation:

Given that a certain period of time may elapse from the time you start the Transaction until it is effectively enforceable, there may be variations, positive or negative, in relation to the exchange rate to be applied in the transaction in question.

You can request a confirmation of execution of the Transaction in addition to seeing the summary and the status of your Transaction on our website.

Upon completion of each operation, the Customer may print from the web application a copy of the operation performed and, in some cases, may also receive an email or confirmation messages from MGP. The Customer may also consult directly on the web application of the operations performed by using the personal identification keys established by MGP.

As a means of testing the operations performed, MGP keeps digital records of all transactions.

#### Cellular Phone Charges:

Your cell phone carrier may apply data or cellular phone charges for the transaction. Please contact your carrier to identify their applicable cost.

### **8. Consent and Authorization.**

We will ask you to expressly authorize your Transaction by entering in the MGP website the key sent to you via SMS. For the safety and security of your funds, if we have doubts about the real identity of the

individual ordering the transaction, we retain the right to suspend payment until we fully verify and confirm the identity of the individual ordering the transaction. .

Customer's consent for the execution of a Transaction shall always be made through express acceptance via the mechanisms articulated for it in the web application, using the keys, codes and / or security systems established By MGP Customer's identification.

The parties agree to grant the same legal value to the electronic personal data, signature, any type of keys and / or codes pertinent to the Customer.

In the event that doubts arise about the accuracy or identity of any signature authorizing the Transaction, MGP may suspend the transaction until evidence is submitted to MGP's assurance and total satisfaction or it is granted sufficient guarantees. Furthermore, MGP may reject any Transaction that offers doubts about its accuracy or authenticity.

### **9. Cancellation and Refunds.**

You can cancel your Transaction for a full refund within 30 minutes of authorizing your Transaction, unless the funds or mobile reload have already been paid out to the Recipient or Service Company. After 30 minutes, we generally do not provide refunds unless we did not process your Transaction according to your instructions or we are unable to pay out the Transaction. To request a refund, please contact our Customer Service.

We will make every effort not to debit your payment account after we have received your request for cancellation. However, in some cases, we may have initiated an irreversible request for funds from your financial institution prior to receiving your request for cancellation. In such cases, your payment account may be debited even if you have cancelled your Transaction, but we will refund your money usually within three (3) business days after we have received the funds from your financial institution.

Refunds will be credited to the same payment account used to pay for the Transaction. Refunds are only made in the currency of the payment account. Refund amounts will not be adjusted to account for changes in the value of the U.S. Dollar or foreign currency from the time your Transaction was submitted.

Refunds will not take place when MGP or its authorized delegate has reason to believe that a crime has occurred, is occurring, or may potentially occur as a result of transmitting the money as requested by the customer or refunding the money as requested by the customer; or MGP is otherwise barred by law from making a refund.

### **10. Receipt and Execution of Transactions.**

Upon receipt of a Transaction order, MGP may: (i) accept it and proceed with its execution; (ii) require confirmation or additional information from the Customer if MGP deems it necessary for any reason; (iii) block the transaction in case of security problems or (iv) reject the transaction in accordance with the provisions of the following clause.

If MGP detects any irregularity with the Transaction, including, but not limited to, a requested amount that is different from the amount that Customer usually sends; many repeated attempts to make one particular Transaction; or any characteristic related to actions of money laundering; MGP reserves the right to request more information or cancel the Transaction and refund your payment.

The moment MGP receives notice of the Transaction is deemed to be the Transaction time. If the time of receipt is not a business day for MGP, the Transaction will be deemed received the next business day. Upon informing the Customer, MGP may establish a deadline or cut off time on any given day for which transactions occurring any time thereafter shall be considered to be received the next business day. Execution of the Transaction is made at the moment MGP has all necessary funds available to be remitted.

### **11. Beneficiary's Requests.**

Beneficiaries or recipients may initiate a money remittance request on behalf of the sender.

Sending requests:

- No fees; you can send requests to loved ones for free;
- To receive your request, your sender does not need to have a MGP account. To fulfill your request, however, the sender must register and create an account with MGP. If they don't already have one, they can create one by providing basic information.
- You can send requests to any of your friends and family members in the U.S.
- To check on your request status, log into your account and select "My requests." You can then see if your request is pending, requested, cancelled, accepted, or declined.

### **12. Currency exchange.**

The applicable exchange rate to your Transactions shall be the rate in effect on the day that we receive your payment, not the day you order the Transaction. If we receive your funds on a non-business day, the currency exchange rate to be applied will be the rate in effect on the next business day (when financial markets open up).

MGP will only provide a currency exchange service associated with the Transaction contracted by the Customer pursuant to this Agreement.

We and the intermediary service providers may profit when you pay for a Transaction in one currency and the Transaction is paid out in another currency, which is based on the difference between the exchange rate at which we buy foreign currency and the exchange rate provided to you. You agree, when you send a Transaction to a Beneficiary's bank account, that the bank account is denominated in the same currency as the Transaction (e.g., if your Transaction calls for us to deposit Euro into the Beneficiary's bank account, then you confirm that the Beneficiary's bank account is denominated in Euro).

### **13. Rejection of Transactions.**

If you do not meet the following requirements we can cancel your Transaction. Read them carefully, it's important. We will notify you by email or SMS when cancelling your Transaction.

MGP reserves the right to reject the Transaction in accordance with the provisions of this clause without any responsibility to the Customer.

MGP has the right to reject a Transaction in any of the following circumstances:

- a. Failure by the Customer to satisfy the requirements and conditions for the appropriate execution of the Transaction in accordance with the provisions of this Agreement;
- b. If, prior to the execution of the Transaction, the Customer had not disbursed MGP the required funds in accordance with the prescribed protocols expressly stated on the website;
- c. Substantial decrease in the Customer's solvency;
- d. If any of the Customer's disclosed information prove to be false;
- e. If the execution of the operation could be unlawful under the interpretation of MGP or if it does not fully comply with the regulations on the prevention of money laundering and terrorist financing; and/or
- f. If MGP considers it necessary to reject the transaction to protect itself from circumstances such as possible fraud or strong market volatility.

MGP reserves the right to cancel a Transaction for any other reason that it deems appropriate regardless of whether or not it is herein disclosed.

MGP will notify the Customer of the rejection of the Transaction, the reasoning behind such rejection, as well as, the procedure to rectify any errors that may have caused the rejection. When the rejection is justifiable, MGP will charge a rejection fee to the Customer pursuant to the rates in force at that time.

Rejected Transactions will be considered as "not received".

**14. Restricted Activities.** As a user of our websites or Service or in the course of your interactions with the Service, you agree not to:

- a. Breach this User Agreement, or any other agreement between you and Company;
- b. Open more than one account;
- c. Provide false, inaccurate, or misleading information;
- d. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- e. Use an anonymizing proxy;
- f. Provide yourself a cash advance from your credit card (or help others to do so);
- g. Share Transaction numbers or information with anyone except the Service Company, or Beneficiary. Furthermore, you will advise the Sender or Beneficiary not to share Transaction numbers or information; or
- h. Violate any other restrictions in this User Agreement.

**15. Notification of unauthorized transactions or Transactions incorrectly executed. Responsibility of MGP.**

If someone makes a Transaction from your user account without your permission, contact us immediately and we will attempt to correct this wrong.

If the Customer becomes aware that an unauthorized Transaction has occurred or that it has been incorrectly executed, the Customer must immediately inform MGP so that this issue can be rectified in due time and form assuming that the Customer provides the necessary evidence to support its claim.

In the event that there is sufficient evidence proving that the Transaction was wrongfully authorized and executed, MGP will immediately return the amount of the Transaction to the Customer.

**16. Security.**

We are committed to securing your financial information and employ proven technology to protect and secure your personal information. MGP has established adequate procedures for the recovery of user data.

The access by the Customer to the payment services contracted through the MGP web application will be carried out through identification and authentication mechanisms using personal user data (combination of your unique use keys, email, username and password, non-transferable keys, and electronic signature).

Your electronic signature has the same validity as your written signature and it entitles you to utilize our money remittance services.

It is your responsibility to keep your signature data secret. The Customer must properly safeguard its personal user data that MGP provides for the use of the Services, as well as to ensure its valid use and strictest confidentiality.

CONSUMER FRAUD ALERT: PROTECT YOURSELF FROM SCAMS AND FRAUD. Only send money to people you know. , Safeguard your password, transfer funds on behalf of yourself but not on behalf of others, and use MGP for legal purposes only. Please inform MGP immediately if you believe someone is trying to scam or defraud you by using your username or password or if your phone with security information has been lost or stolen. Contact MGP by phone at at 1-786-378-8044 or email us at [customerservice@clicktransfer.co](mailto:customerservice@clicktransfer.co).

Please inform MGP if any of your user data information has been lost or stolen and MGP will provide you with new information.

The Customer is also responsible for following through all guidelines and procedures for the activation, renewal and update of personal data that MGP may require from time to time.



In case of loss or theft of any of the access keys and/or personal user data, the Customer must immediately report said event to MGP. The report will automatically invalidate the registered personal data and will issue new data.

### **17. Security Waiver.**

The Transactions carried out will be valid and will have full legal effects provided that the access keys and the electronic signature are in compliance and the conditions established in this Agreement are fulfilled.

Please be aware that if someone uses your electronic signature and personal data to initiate an order, MGP will proceed with the remittance accordingly.

MGP will be relieved of any responsibility derived from those operations that would have taken place prior to the notification of the loss, theft of the access keys or electronic signature by the Customer.

The Customer is solely and fully responsible for the operations made using the personal data and electronic signature prior to the Customer's notification to MGP of the loss or theft. Further, the Customer accepts these transactions as if they were made by him/her even if they were made by a person other than the Customer or authorized person.

For security reasons, when a number of consecutive errors occur in the provision of the password or the electronic signature, MGP may choose to have the services blocked and the password or the electronic signature canceled. After such cancellation, the electronic signature and passwords will be re-issued upon receiving Customer's request.

MGP is exempt from any liability that may arise from improper, incorrect or negligent use of the user personal data, from its loss, theft, or subtraction, from its assignment to third parties, or from any other act or omission of the Customer or of a third party that makes fraud possible.

### **18. Disclaimer for the operation of MGP web application.**

MGP is not liable for your use of our service in violation of our User Agreement, including all risks associated with the purchase of goods or payment for services of any kind, such as (but not limited to) losses you suffer for undelivered or defective goods and services you pay for using the MGP service.

MGP is not responsible for any damage or error that arise from using its website.

MGP will provide its services and contents through [www.clicktransfer.us](http://www.clicktransfer.us) in a continuous way using all the technical means at its disposal to carry out such service satisfactorily.

MGP is not responsible for damages of any nature that could derive from the availability and technical continuity of the operation of the website or lack of it. In particular, MGP does not guarantee that access to this website is uninterrupted or error-free. Under no circumstances shall MGP be liable for any losses or damages of any kind arising from access to and use of the website, including, but not limited to, those caused to computer systems or those caused by the introduction of viruses. In any case, MGP

will carry out all the necessary actions to restore its services in case of technical failure in due time and form.

MGP may, when it deems it appropriate, make corrections, improvements or modifications to the information contained in the website, without creating any right of claim or compensation or acknowledgment of any liability.

MGP is not liable for damages and losses of any nature that could derive from the knowledge obtained by unauthorized third parties of the Customer's personal data or the Customer's use of the website.

#### **19. Disclaimer of liability for the improper use of Customer's personal data.**

MGP is not responsible for the theft of passwords or its consequences.

The Customer is solely and exclusively responsible for the protection of personal data and transactions done on the website utilizing the Customer's information. MGP is not responsible for the improper use of Customer's personal data and the consequences derived from the misuse by the Customer or unauthorized third parties.

#### **20. Disclaimer for acts or omissions of third parties.**

MGP is not responsible for the damages that your actions may cause if you do not follow MGP's instructions.

In no case will MGP be liable for any kind of damages, whether actual, indirect, or otherwise, or for the loss of profits that may have been incurred by the Customer, as a result of actions or omissions, delays, or defective fulfillment of the Customer and/or third parties, such as, without limitation, any other payment service provider or banking entity, or as a result of any failure or delay of any electronic or fax transmission, abnormal situations, unpredictable situations and cases of force majeure. Nor shall MGP be responsible for any delay or breach of its obligations that is motivated by the imperative application of a legal provision or order of a competent authority.

#### **21. Transactional Records.**

By accepting these conditions, you authorize us to save your data and information pertinent to all of your transactions.

The Customer and, as the case may be, the user, expressly authorize MGP to record, electronically or by any other means, all data in relation to operations, or consultations performed in relation to the Transaction. The records resulting from the aforementioned recordings constitute the documentary basis of this Agreement and may be used as evidence in any judicial or extrajudicial proceeding that may derive from this Agreement, its annexes and any contracts associated with the same. MGP undertakes to keep the records under the time period established by law.

#### **22. Collection of information**

- a. **Privacy Policy.** By agreeing to this User Agreement, you acknowledge and consent to our Privacy Policy which is an agreement between you and the Company. The Privacy Policy can be found on our [website](#).
- b. **Customer Identification Program.** To help the government fight the funding of terrorism and money laundering activities, U.S. law requires that we obtain, verify, and record information about you. We may require that you provide us with nonpublic, personal, identifying information about you, your Recipient or your Beneficiary. We may also lawfully obtain information about you from other sources without your knowledge, including non-personal identifying information that we may obtain while you visit our websites.
- c. **Government Disclosures.** We may provide information about you and your Transactions to government authorities and enforcement agencies, as described in our Privacy Policy.
- d. **Verifying information.** You authorize us, directly or through third parties, to make any inquiries we consider necessary to validate the information that you provide to us. This may include asking you for additional information, requiring you to take steps to confirm ownership of your e-mail address, mobile device or financial instruments, or verifying your information against third party databases or through other sources. This may also include verifying your Beneficiary's information.

### **23. Communications with the Customer.**

We will keep you informed through electronic means (email or SMS and other digital means such as pop-up messages or push notifications).

All communications or notifications to be made to the Customer shall be made in electronic format, telephone, fax or other similar means; MGP is not responsible for sending printed communications on paper, unless expressly agreed with the Customer for a particular matter.

### **24. Modification of the Terms and Conditions.**

If at any time MGP changes the conditions of the service, after publishing those conditions on MGP website, it will be assumed that you have accepted and are therefore bound by them on your future transactions. Notwithstanding the foregoing, all modifications that MGP considers favorable to the Customer may be automatically applied, without any prior notice or prior written consent.

### **25. Termination of the Agreement; Suspension; Withdrawal.**

#### Termination:

This Agreement may be terminated at any time by either party, upon written notice sent at least seven (7) days in advance of the date of termination. The termination will not affect the operations that were in progress at the time of the receipt of the notice of termination, which must be executed in accordance with the expected conditions.

#### Suspension:

MGP may block or suspend any Transaction and/or use of the Services by the Customer in the event that MGP has reasonable doubts as to: (i) the security of the payment system or a specific transaction ; (ii) the fraudulent use of the payment system or the possible existence of fraud in relation to a particular Transaction; and (iii) if the Transaction is carried out against a credit granted by MGP to the Customer and MGP considers that there has been a significant change in the risk of non-payment by the Customer.

#### Withdraw:

You may withdraw from the Agreement within seven (7) days from its execution date. To withdraw, you must send a letter to our headquarters in 2999 NE 191 St. Suit# 702. Aventura , FL , 33180 or by filling out the withdrawal form on the MGP website.

The right of withdrawal exercised either in writing or through the website must contain the name, Tax ID number, and address of the holder that exercises the right, as well as the identification of the affected contract or operation.

Upon withdrawing from the service, the Customer is still responsible to pay MGP for the services rendered by MGP through the withdrawal date for withdrawal to be effective. Furthermore, the Customer shall return any amount, if any, that it may have received from MGP within a maximum period of thirty (30) days from Notification of withdrawal. If the service has been fully performed pursuant to the express request of the Customer, the Customer's right to withdraw is no longer valid.

#### **26. Protection of personal data.**

The use of your personal data is summarized in the Privacy Policy.

The collection and processing of personal data of the Customer will be performed according to the regulations in force at any time and the MGP Privacy Policy.

#### **27. Online security and privacy at MGP.**

At MGP, we take your privacy and data seriously. We are committed to securing your financial information and we employ proven technology to protect and secure your personal information. We are certified and accredited by third party privacy organizations. We partner with major banks and leading retailers.

We use 128-bit data security encryption, so all information sent between your web browser and our website remains private and secure. The entire website, even pages viewed without logging in, is served via encrypted, secure pages.

The servers we use to store your information are protected both physically and electronically. They reside behind a firewall and are not directly connected to the Internet. We regularly audit our security policies to ensure the protection of your personal data. All MGP employees pass financial and criminal background checks as a condition of employment.

## **28. Intellectual property.**

You acknowledge that the Service, including but not limited to the content of our websites, text, graphics, links, buttons, logos, and images, as well as all other patents, copyrights, trademarks, trade secrets, service marks, logos, and product and service names are owned exclusively by Company (the "**Intellectual Property**").

You agree not to display, use, copy, or modify the Intellectual Property in any manner.

You are authorized solely to view and retain a copy of the pages of our websites for your own personal, non-commercial use.

You further agree not to: (i) engage in or use any automated devices, data mining, robots, scraping or similar data gathering or extraction methods to access or use the Service; (ii) modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service, in whole or in part, except that the foregoing does not apply to the information that you legally upload to the Service; (iii) remove or alter any author, trademark or other proprietary notice or legend displayed on our websites (or printed pages thereof); or (iv) infringe Company's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.

The technology and software underlying the Service or distributed in connection therewith are the property of MGP, its affiliates and Service Providers (the "**Software**").

Subject to the terms and conditions of this User Agreement, MGP hereby grants you a non-transferable, non-sub licensable, and non-exclusive right and license to use the object code of any Software on your device(s) solely in connection with the Service, provided that you agree not to copy (except as expressly provided herein), modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software.

Any rights not expressly granted herein are reserved by Company.

## **29. Business communications.**

After obtaining your consent to do so, we will send you information via email. You can revoke your previously granted consent to receive communications through our website.

MGP will communicate with you by electronic mail or by equivalent means of electronic communication. You hereby acknowledge your intention to accept and expressly consent to the receipt of said communications. You may revoke your consent and opt out through this website.

## **30. Place of performance of obligations.**

MGP is registered as a Money Services Business in the State of Florida. The jurisdiction of MGP shall be considered as the location where obligations arise from this Agreement and any associated agreements.

### **31. Resolution of Claims; Arbitration; Jurisdiction.**

The terms of this Agreement are governed by the laws of the State of Florida. Any controversy, dispute, or claim arising out of or relating to the Services or User Agreement (a "Claim") shall be governed by and construed in accordance with the laws of Florida, except as otherwise provided in this User Agreement.

Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, with the specific manner to be chosen by the party initiating the arbitration; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Unless you opt out as set forth below, any dispute arising from or relating to this transaction shall be resolved by final and binding arbitration. The arbitrator shall also decide what is subject to arbitration. The ADR provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, with the specific manner to be chosen by the party initiating the arbitration; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This agreement is governed by the Federal Arbitration Act, and any award shall be subject to judicial confirmation. Any arbitration shall take place on an individual basis; class actions or arbitrations are not permitted. If any part of this paragraph is deemed invalid, it shall not invalidate the other parts. You may opt out of arbitration within 30 days after initiating a transaction by calling 1-786-378-8044. IF YOU DO NOT OPT OUT, YOU WILL WAIVE ANY RIGHT TO A TRIAL BY JURY OR JUDGE IN COURT AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION.

Any dispute that requires judicial action will be the responsibility of the Courts of Miami, Florida. The Parties, expressly waive any other jurisdiction that may correspond to them and irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Miami-Dade County, Florida to resolve any conflict or issue arising or related to this Agreement.

### **32. Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ITS EMPLOYEES, SUPPLIERS OR AGENTS OR OTHERWISE, BEYOND THE SUM OF \$500 (in addition to refunding the transaction amount and the transfer fee); and (2) IN NO EVENT SHALL THE COMPANY OR ITS AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR THE LIKE.

**33. Regulations.**

The Customer expressly agrees that the validity and execution of this Agreement are subject at all times to current regulations related to: (i) money services business both at the federal and state levels, (ii) federal and international banking compliance and regulations, as well as (iii) consumer protection and fraud prevention.