TODAYPAY USER TERMS

Effective Date: October 1, 2025

https://legal.todaypay.tech/b2b/terms

These TodayPay User Terms (the **"Terms"**) are a legal agreement between you (**"You," "Your,"** or **"User"**) and TodayPay Inc. and, where applicable, its affiliates (**"TodayPay," "we," "us,"** or **"our"**) governing Your access to and use of the TodayPay Platform and Services.

TodayPay provides technology and customer resolution infrastructure that enables participating merchants, businesses, marketplaces and other organizations to initiate, manage and complete Resolutions for Recipients. Resolutions may include, but are not limited to alternative refunds, reimbursements, appeasements, rebates, incentives, rewards, consignor or seller payouts, replacement payments, check replacements and other authorized payments, benefits or customer resolution events.

TodayPay does not receive, accept, hold or maintain funds on behalf of Recipients. The TodayPay Platform and Inbox do not hold funds or monetary value and are not bank accounts, payment accounts, stored-value accounts or digital wallets. Recipients cannot deposit, load, reload, store, accumulate or transfer funds or monetary value within the Platform or Inbox.

When TodayPay funds a Resolution, TodayPay Inc uses **TodayPay's own corporate funds** to complete the applicable Delivery Method.

Depending on the Delivery Method selected, TodayPay may use its own corporate funds to initiate delivery to a bank account designated by the Recipient or to purchase or fund a third-party prepaid product, gift card or other Delivery Method from the applicable Provider. In this instance, TodayPay's funds are sent from a bank account to the nominated bank account designated by the Provider selling the prepaid product and gift cards.

Any subsequent payment, reimbursement, fee, settlement or other transaction between TodayPay and an Approved Merchant or Partner is separate from the Recipient's Delivery Method. The amount or value delivered to a Recipient does not necessarily equal the amount subsequently payable between TodayPay and an Approved Merchant or Partner.

By accessing or using the Platform, opening or using an Inbox, accepting or claiming a Resolution, selecting a Delivery Method or otherwise using the Services, You expressly agree and affirmatively consent entirely to these Terms and any additional terms expressly applicable to a particular Service, Resolution or Delivery Method.

1. DEFINITIONS

1.1 **"Approved Merchant"** means a merchant, business, marketplace or other organization participating in or using the TodayPay Platform in connection with a Resolution.

1.2 **"Business Day"** means a day other than Saturday, Sunday or a U.S. federal banking holiday.

1.3 **"Completed Resolution"** means a Resolution for which TodayPay has completed the action required of it to initiate, issue, purchase, fund, display or otherwise make available the selected Delivery Method, as reflected in TodayPay's records.

A Resolution may be a Completed Resolution even if You have not subsequently opened, viewed, activated, redeemed, spent, deposited or otherwise used the applicable Delivery Method.

1.4 **“Convenience Fee”** means a fee that may be charged when a Recipient voluntarily selects an optional expedited, instant or other premium Delivery Method instead of an available standard Delivery Method.

Any Convenience Fee will be disclosed before You confirm the applicable Delivery Method.

1.5 **“Delivery Method”** means a method made available through the Platform by which TodayPay may complete a Resolution, including, where available, delivery to a Recipient-designated bank account, a third-party prepaid card or prepaid product, a Merchant Gift Card, or another supported delivery method.

TodayPay in its sole discretion displays the Delivery Method available to a Recipient.

1.6 **“Delivery Value”** means the amount or value actually made available to a Recipient through the selected Delivery Method.

The Delivery Value may be greater than, equal to or, where a disclosed Convenience Fee or other lawful charge applies, less than the Resolution Amount.

1.7 **“Inbox”** means the user interface within the TodayPay Platform through which a User may view Resolutions made available to that User, review available Delivery Methods and take permitted actions concerning those Resolutions. The Inbox is an informational and interactive interface only. The Inbox is not a bank account, payment account, deposit account, stored-value account or digital wallet, does not hold funds or monetary value, and does not in any way, shape or form represent funds held by TodayPay for or on behalf of a User.

1.8 **“instarefund®”** means a particular type of Resolution expressly designated by TodayPay as involving the purchase by TodayPay or its affiliate of a qualifying Receivable from a Recipient pursuant to Appendix A.

For the avoidance of doubt, instarefund® is not a refund. instarefund® is a TodayPay product name. TodayPay does not determine or issue refunds of any kind and is not a refund platform; TodayPay provides customer resolution infrastructure through which Approved Merchants and Partners may make Resolutions available to Recipients. Any underlying Resolution is determined and authorized by the applicable Approved Merchant or Partner, not by TodayPay or its affiliates.

1.9 **“Merchant Gift Card”** means a closed-loop gift card, credit or redemption right issued by or on behalf of an Approved Merchant or other participating merchant and redeemable subject to the issuer's terms.

1.10 **“Partner”** means a third party that participates with an Approved Merchant or TodayPay in authorizing, administering, supporting or facilitating a Resolution or Service.

1.11 **“Platform”** means TodayPay's websites, mobile applications, software, APIs and related technology through which TodayPay provides the Services.

1.12 **“Prepaid Product”** means an open-loop prepaid card or other prepaid payment product issued by a third-party financial institution, card issuer, program manager or other Provider and subject to that Provider's terms.

1.13 **“Provider”** means a third-party service provider, financial institution, card issuer, payment provider, processor, program manager, gift-card provider or other third party embedded in, connected with, supporting or used in connection with the Platform, Services or a Delivery Method.

1.14 **“Receivable”** means a valid right to receive an amount owed by an Approved Merchant that is eligible to be sold or transferred to TodayPay or its affiliate pursuant to Appendix A.

1.15 **“Recipient”** means an individual or entity identified or authorized by an Approved Merchant or Partner as the intended recipient of a Resolution.

1.16 **“Resolution”** means an event, instruction, claim, obligation, entitlement or other matter submitted, authorized or otherwise made available through the Platform by an Approved Merchant or Partner for resolution to a Recipient.

A Resolution may relate to an alternative refund, reimbursement, appeasement, rebate, incentive, reward, consignor or seller payout, replacement of a check or other payment, promotional payment or benefit, or another authorized disbursement or customer or recipient resolution.

1.17 **“Resolution Amount”** means the amount or value associated with a Resolution as authorized by an Approved Merchant or Partner.

A Resolution Amount displayed in the Inbox is information concerning the applicable Resolution. **It does not represent money, funds, stored value, a deposit or a balance held by TodayPay for You or on Your behalf.**

1.18 **“Resolution History”** means the record made available through the Platform concerning Resolutions associated with a User.

1.19 **“Reward Bonus”** means additional value funded or made available by TodayPay in connection with a particular Delivery Method.

A Reward Bonus may result in a Delivery Value greater than the underlying Resolution Amount. A Reward Bonus is not an additional amount owed to You by the Approved Merchant and does not increase the underlying Resolution Amount.

1.20 **“Services”** means the functionality, features and services made available by TodayPay through or in connection with the Platform.

1.21 **“Transaction”** means the sale or transfer of a Receivable to TodayPay or its affiliate pursuant to Appendix A.

Not every Resolution is a Transaction.

2. THE TODAYPAY PLATFORM

TodayPay provides technology and infrastructure through which Approved Merchants and Partners may make Resolutions available to Recipients and through which Recipients may select available Delivery Methods.

The particular Services, Resolutions and Delivery Methods available to You may depend on the applicable Approved Merchant or Partner, TodayPay’s absolute discretion, geographic location, eligibility, Resolution Amount, Provider availability, currency, applicable law, risk considerations and other factors.

2.1 No Recipient Funds or Balances

TodayPay does not receive, accept, hold or maintain funds for You or on Your behalf. You cannot deposit, load, reload, maintain, accumulate, transfer or withdraw a monetary balance through the Platform or Inbox because no such monetary balance exists. A Resolution displayed in Your Inbox is an actionable record concerning a Resolution and is not money, funds, stored value, a deposit or a balance held by TodayPay for You or on Your behalf.

2.2 Delivery

For every Delivery Method selected, the funds used by TodayPay to complete the Delivery Method are TodayPay's own corporate funds and remain the property of TodayPay until delivered or applied to complete the applicable Delivery Method.

For a bank-account Delivery Method, TodayPay may use its own funds from its own bank account to initiate delivery to a bank account designated by You.

For a Prepaid Product, Merchant Gift Card or similar Delivery Method, TodayPay may use its own funds to purchase or fund the applicable product from a Provider for delivery to You.

2.3 Separate Merchant Settlement

Any subsequent settlement between TodayPay and an Approved Merchant or Partner is a separate commercial transaction governed by the agreement between those parties.

You have no ownership interest in, claim against, or right to direct any bank account, settlement account or other funds maintained by TodayPay or an Approved Merchant merely because a Resolution has been made available to You.

The amount settled between TodayPay and an Approved Merchant or Partner may differ from both the Resolution Amount and the Delivery Value.

3. ELIGIBILITY AND IDENTITY VERIFICATION

TodayPay or its Providers may require information necessary to establish Your identity, eligibility and authority to use the Services, including Your name, email address, telephone number, physical address, date of birth, taxpayer information, government-issued identification and information concerning a designated Delivery Method.

You represent that the information You provide is truthful, current and complete in all material respects.

You authorize TodayPay and its Providers, where permitted by applicable law, to verify information You provide and obtain information reasonably necessary for identity verification, fraud prevention, sanctions screening, security, risk management and legal compliance.

TodayPay may require additional information or documentation before or after a Resolution is completed where reasonably necessary to investigate suspected fraud, misuse, error, unauthorized activity, duplicate recovery or violation of these Terms.

You acknowledge and understand that Services and Delivery Methods are not available in every jurisdiction, geography or location.

4. RESOLUTIONS AND MERCHANT INSTRUCTIONS

Approved Merchants and Partners generally determine whether a Recipient is entitled to an underlying Resolution and establish the applicable Resolution Amount.

TodayPay may rely on information and instructions received from an Approved Merchant or Partner concerning a Resolution, including:

- Recipient identity;
- Resolution Amount;
- eligibility;
- underlying reason;
- timing;
- applicable conditions; and
- cancellation or modification.

Unless expressly stated otherwise, TodayPay does not independently determine or guarantee Your underlying entitlement to a refund, alternative refund, reimbursement, payout, incentive, rebate, appeasement or other amount from an Approved Merchant or Partner.

Disputes concerning the underlying transaction, goods or services, merchant policies, entitlement to a Resolution or Resolution Amount must generally be resolved with the applicable Approved Merchant or Partner.

Before a Resolution becomes a Completed Resolution, the applicable Approved Merchant or Partner may modify, suspend, cancel or withdraw its instruction.

TodayPay may rely upon such instruction from the applicable Approved Merchant or Partner.

5. INBOX AND RESOLUTION HISTORY

Your Inbox allows You to view Resolutions made available to You, review available Delivery Methods and take permitted actions concerning those Resolutions.

The Inbox may display information such as the Approved Merchant or Partner, Resolution Amount, available Delivery Methods, Delivery Values, Reward Bonuses, Convenience Fees, delivery status and Resolution History.

Amounts or values displayed in Your Inbox are informational records concerning Resolutions and available Delivery Methods and are not funds, stored value, deposits or balances held by TodayPay for You or on Your behalf.

TodayPay may correct clerical, technical or display errors at any time.

A display error does not create a right to receive or retain an amount or benefit to which You are not otherwise entitled.

6. DELIVERY METHODS

TodayPay may offer one or more Delivery Methods for a Resolution.

Available Delivery Methods are determined by TodayPay and may depend on the Approved Merchant, Partner, Provider, Resolution Amount, geography, eligibility and other considerations.

You have no entitlement to any particular Delivery Method.

6.1 Bank Delivery

TodayPay may offer delivery to an eligible bank account designated by You.

TodayPay may offer different delivery speeds.

For example, TodayPay may offer:

- a standard ACH Delivery Method without charge; and
- an optional expedited or instant Delivery Method for a disclosed Convenience Fee.

Selection of an expedited or premium Delivery Method is voluntary.

6.2 Prepaid and Gift Card Delivery

TodayPay may offer a Prepaid Product, Merchant Gift Card or other card-based Delivery Method.

Such products may be issued and administered by Providers and are subject to the applicable issuer's or Provider's terms.

TodayPay may purchase or fund such a product using TodayPay's own corporate funds.

6.3 Delivery Value May Differ from Resolution Amount

The Resolution Amount does not necessarily equal the Delivery Value.

Depending on the Delivery Method selected, TodayPay may:

- provide additional value through a Reward Bonus;
- charge a disclosed Convenience Fee for an optional premium or expedited Delivery Method; or
- otherwise offer different economics expressly disclosed before Your selection.

These differences relate to the selected Delivery Method and do not change the underlying Resolution Amount authorized by the Approved Merchant or Partner.

6.4 Selection

You are responsible for reviewing the Delivery Method, Delivery Value, applicable Reward Bonus, Convenience Fee and other disclosed terms before confirming Your selection.

Once confirmed, a Delivery Method selection is final and may not be changed or cancelled by You, except where TodayPay permits otherwise or applicable law requires otherwise.

You are responsible for providing accurate information concerning any bank account, email address, telephone number or other destination You designate and represent that You are authorized to use that destination.

If TodayPay correctly completes a Delivery Method using destination information provided or confirmed by You, TodayPay is not responsible for loss resulting from inaccurate destination information supplied by You, except to the extent required by applicable law. You must promptly notify TodayPay if You believe destination information is incorrect.

TodayPay may, in its discretion, attempt to assist You in correcting a Delivery Method error made by You, but TodayPay does not guarantee that any misdirected funds, products or other value can be recovered and is not obligated to reimburse You for loss resulting from inaccurate destination information supplied or confirmed by You, except to the extent required by applicable law.

7. REWARD BONUS

TodayPay may, in its discretion, offer additional value in connection with certain Delivery Methods.

For example, TodayPay may offer a Delivery Method having a Delivery Value greater than the underlying Resolution Amount.

Any amount or value above the Resolution Amount that TodayPay identifies as a Reward Bonus is funded or made available by TodayPay and is **not an additional amount owed by the Approved Merchant or Partner**.

Reward Bonuses may vary based on Delivery Method, Provider, Approved Merchant, geography, transaction or other factors.

TodayPay is not required to disclose its commercial arrangements, pricing, discounts, rebates or other economics with Providers.

Unless otherwise stated, a Reward Bonus:

- is available only with the specific Delivery Method to which it relates;
- cannot be separately claimed, delivered, redeemed, transferred or received apart from the applicable Delivery Method;
- is not itself a balance maintained by TodayPay; and
- may be modified or withdrawn at any time or for any reason before You confirm the applicable Delivery Method.

Once You confirm a Delivery Method containing a Reward Bonus, the terms applicable to the resulting product or payment will govern its subsequent use.

8. CONVENIENCE FEE

TodayPay may charge a Convenience Fee when You voluntarily select an optional expedited, instant or premium Delivery Method.

Any Convenience Fee will be clearly disclosed before You confirm Your selection.

Where TodayPay offers both a standard no-fee Delivery Method and an optional expedited Delivery Method, You are not required to select the expedited Delivery Method to receive the underlying Resolution.

A Convenience Fee relates solely to the optional Delivery Method selected and does not increase the underlying Resolution Amount owed or authorized by the Approved Merchant.

If You select a Delivery Method subject to a Convenience Fee, TodayPay may deduct the disclosed Convenience Fee from the Resolution Amount in determining the applicable Delivery Value. The amount You will receive after deduction of the Convenience Fee will be disclosed before You confirm Your selection.

9. THIRD-PARTY PROVIDERS

Certain Delivery Methods are issued, processed, operated or supported by Providers.

Providers may include regulated financial institutions, payment networks, card issuers, prepaid program managers, gift-card providers and other service providers.

Your use of a Provider's product may be subject to separate terms, privacy policies, fees, restrictions, expiration provisions and eligibility requirements.

Once TodayPay has successfully delivered, purchased or funded the applicable product to the relevant Provider or destination, subsequent matters controlled by the Provider may be outside TodayPay's control.

These may include, but are not limited to:

- card authorization decisions;
- merchant acceptance;
- bank posting times;
- account restrictions;
- card restrictions;
- redemption rules;
- expiration;
- replacement; and
- Provider outages.

TodayPay does not guarantee that any particular merchant or third party will accept a particular Prepaid Product or Merchant Gift Card.

10. COMPLETION OF A RESOLUTION

A Resolution becomes a Completed Resolution when TodayPay has completed the action required of it to initiate, issue, purchase, fund, display or otherwise make available the selected Delivery Method, as reflected in TodayPay's records.

A Resolution may be considered completed even if You subsequently:

- do not open a delivery communication;
- do not activate a card;
- do not redeem a Merchant Gift Card;
- do not spend a Prepaid Product;
- do not access a bank account;
- do not use the Delivery Method; or
- lose or fail to retain access to the Delivery Method after successful delivery.

Nothing in this Section limits Your rights concerning a genuine delivery error, unauthorized transaction or other right that cannot lawfully be waived.

11. YOUR REPRESENTATIONS AND RESPONSIBILITIES

Each time You access the Platform, claim a Resolution or select a Delivery Method, You represent and warrant that:

1. You are the intended Recipient or are legally authorized to act for the intended Recipient;
2. information and documentation You provide are truthful, complete and accurate in all material respects;
3. You will not impersonate another person or materially misrepresent Your identity, eligibility, authority or relationship to a Resolution;
4. You will not knowingly seek, obtain or retain duplicate or overlapping recovery for the same underlying claim, transaction, loss or entitlement;
5. You will not fabricate, manipulate, materially alter or knowingly submit false receipts, transaction information, communications, screenshots, identification or supporting documentation;
6. You will not knowingly use multiple identities, accounts, email addresses, telephone numbers, devices or other means to circumvent eligibility requirements, limits, security measures or fraud controls;
7. You will not interfere with, circumvent, probe, reverse engineer or attempt to defeat Platform security, authentication, eligibility, risk or fraud controls;
8. You will not use the Platform to obtain money, property or value that You know You are not entitled to receive;
9. You will promptly correct material information You learn was inaccurate or incomplete;
10. You will reasonably cooperate with TodayPay in investigating suspected error, fraud, misuse, unauthorized activity or duplicate recovery; and
11. You will comply with these Terms and applicable Provider terms.

12. NO DUPLICATE OR MULTIPLE RECOVERY

You may not knowingly obtain, attempt to obtain or retain more than one duplicative Resolution, recovery, payment, credit, refund, alternative refund, reimbursement, or other compensation for the same underlying claim, transaction, loss or entitlement with an Approved Merchant or Partner.

You must promptly notify TodayPay if You receive or become entitled to receive an overlapping or duplicate:

- payment;
- refund;
- alternative refund;
- merchant credit;
- chargeback;
- reversal;
- reimbursement;
- insurance recovery; or
- other recovery

relating to the same underlying matter after accepting a Resolution.

Where permitted by applicable law, TodayPay or the applicable Approved Merchant or Partner may correct, cancel, reverse or recover a duplicate Resolution or require repayment.

Nothing in this Section limits a non-waivable right under applicable law.

13. ERRORS AND ERRONEOUS RESOLUTIONS

You are not entitled to knowingly retain money, a card, Reward Bonus or other benefit that:

- was delivered to You in error;
- was delivered more than once;
- was delivered in an incorrect amount or value;
- resulted from an obvious system error; or
- was intended for another Recipient.

You must promptly notify TodayPay after becoming aware of such an error and reasonably cooperate in correcting it.

A good-faith error does not by itself constitute fraud.

Knowingly retaining, exploiting, transferring or attempting to obtain additional benefit from an error after becoming aware of it may constitute a material violation of these Terms.

14. ACCURACY OF CLAIMS; GOOD-FAITH COOPERATION

Any complaint, dispute, claim or information You submit to TodayPay must be made in good faith and accurately describe in all material respects the facts known to You.

If You subsequently learn that material information You supplied to TodayPay was knowingly or unknowingly inaccurate, incomplete, deceptive or misleading, You must promptly correct it.

You may not knowingly make materially false or materially inconsistent factual representations concerning the same Resolution to TodayPay, an Approved Merchant, Partner, Provider, financial institution, card network, governmental authority or other person for the purpose of obtaining duplicate recovery or another benefit to which You are not entitled.

TodayPay may consider information reasonably available to it from Approved Merchants, Partners, Providers and other lawful sources when investigating a complaint, determining eligibility, correcting an error, preventing fraud or enforcing these Terms.

You authorize TodayPay to exchange information concerning a Resolution with the applicable Approved Merchant, Partner and Providers where reasonably necessary to:

- administer the Resolution;
- investigate a dispute;
- prevent or investigate fraud or misuse;
- correct an error;
- enforce these Terms; or
- comply with applicable law.

You agree to preserve all records and not to knowingly fabricate, destroy, conceal or materially alter information relevant to such an investigation.

15. PLATFORM RECORDS

TodayPay may maintain records concerning Platform activity, including but not limited to:

- authentication events;
- communications;
- device and security information;
- Delivery Method selections;
- instructions;
- timestamps;
- delivery events;
- IP address;
- Provider confirmations; and
- Resolution status.

To the fullest extent permitted by applicable law, TodayPay's records constitute evidence of the activity reflected in those records, subject to Your right to demonstrate an error.

16. FRAUD, MISUSE AND SECURITY

TodayPay and its Providers may use authentication, identity verification, fraud prevention, sanctions screening, device intelligence and other security and risk-management measures.

TodayPay may delay, restrict, decline, suspend or cancel access to a Service, Resolution or Delivery Method where TodayPay reasonably believes doing so is necessary to:

- investigate suspected fraud or unauthorized activity;
- prevent misuse;
- protect a User, Approved Merchant, Partner, Provider or TodayPay;
- address duplicate recovery;
- investigate identity concerns;
- comply with sanctions or applicable law;
- respond to legal process;
- satisfy Provider requirements; or
- enforce these Terms.

TodayPay is not required to disclose confidential fraud models, security controls, risk criteria or Provider requirements where disclosure could compromise those controls, facilitate circumvention, violate law or breach a confidentiality obligation.

17. RECOVERY OF LOSSES

If Your fraud, knowing material misrepresentation, intentional misuse, unauthorized activity, duplicate recovery, improper reversal or chargeback, knowing retention of an erroneous Resolution, or other material breach of

these Terms causes TodayPay or its affiliates to incur a direct loss, liability, reversal, Provider charge or reasonable cost of recovery, You are responsible for such amounts to the extent permitted by applicable law.

Where a Resolution or Delivery Method was obtained through fraud, knowing material misrepresentation, intentional misuse or duplicate recovery, the recoverable amount may include the **full Delivery Value actually funded or provided by TodayPay, including any Reward Bonus**, together with other direct losses recoverable under applicable law.

TodayPay may pursue any lawful method of recovery, including requesting repayment, cancelling an uncompleted Resolution, reversing a transaction where reversal is legally and operationally available, or exercising a lawful right of setoff.

Nothing in these Terms permits TodayPay to collect an amount You do not legally owe.

18. INSTAREFUND® AND RECEIVABLE TRANSACTIONS

Certain Resolutions may be expressly offered as instarefund® Transactions.

Where a Resolution is designated as an instarefund®, You may be offered the opportunity to irrevocably sell or transfer a qualifying Receivable to TodayPay or its affiliate under Appendix A.

Appendix A applies only to such Transactions.

Unless a Resolution is expressly identified as an instarefund® or otherwise expressly states that You are selling or transferring a Receivable to TodayPay or its affiliate, the Resolution does not constitute a Receivable sale under Appendix A.

19. SATISFACTION OF SPECIFIED CLAIMS

Where a Resolution is expressly offered and accepted in full satisfaction of a specifically identified claim, obligation or entitlement, Your acceptance and receipt of the Resolution constitutes satisfaction of that specified claim, obligation or entitlement to the extent permitted by applicable law.

This Section does not release unrelated claims and does not waive rights that cannot lawfully be waived.

20. TAXES

A Resolution or Reward Bonus may have tax consequences depending upon its nature and Your circumstances.

You are responsible for determining tax consequences applicable to You.

TodayPay does not provide legal, accounting or tax advice.

TodayPay or a Provider may request taxpayer information, report information to governmental authorities or issue applicable tax forms where required by law.

21. UNCLAIMED OR UNDELIVERED RESOLUTIONS

If You fail to take required action concerning a Resolution within an applicable time period, TodayPay may, subject to applicable law and Merchant or Partner instructions:

- cancel or expire the Resolution;
- return it to the Approved Merchant or Partner;

- change its status;
- make another permitted Delivery Method available;
- send you a Prepaid or Gift Card; or
- take other action reasonably necessary to administer the Resolution.

TodayPay will comply with unclaimed-property obligations applicable to TodayPay under law.

22. PRIVACY AND INFORMATION

TodayPay's collection, use and disclosure of Personal Information are described in the TodayPay Privacy Policy and applicable privacy notices.

You are responsible for maintaining accurate contact information.

TodayPay and its Providers may collect device, network, authentication, behavioral and other security information as described in applicable privacy disclosures for purposes including identity verification, security and fraud prevention.

23. COMMUNICATIONS

By providing a telephone number or email address, You consent to transactional and administrative communications reasonably necessary to administer:

- Your Inbox;
- authentication and security;
- a Resolution;
- Delivery Methods;
- disputes; and
- Your relationship with TodayPay.

Where You separately consent to marketing communications, TodayPay may send promotional communications in accordance with applicable law.

Consent to marketing communications is not a condition of receiving a Resolution where prohibited by applicable law.

You may unsubscribe from promotional emails using the unsubscribe mechanism provided and may opt out of applicable promotional text messages by replying STOP or using another method TodayPay provides.

Opting out of promotional communications does not prevent TodayPay from sending non-promotional communications necessary to administer the Services.

24. SUSPENSION AND TERMINATION

TodayPay may restrict, suspend or terminate Your access to some or all Services where TodayPay reasonably believes:

- You materially violated these Terms;
- Your use presents a fraud, security, legal, sanctions or material operational risk;
- Your identity or eligibility cannot reasonably be verified;
- You engaged in actual or attempted duplicate recovery;
- You intentionally circumvented Platform controls;
- Your conduct creates a material fraud, abuse, security, legal, compliance, reputational or operational risk arising from Your use or misuse of the Platform or Services;

- You materially violated the Terms of an Approved Merchant, Partner or Provider;
- an Approved Merchant, Partner or Provider requires restriction of a particular Resolution;
- suspension is required by law or legal process; or
- continued provision of the applicable Service is no longer reasonably practicable.

Termination does not extinguish obligations arising before termination, including obligations relating to erroneous or duplicate Resolutions, fraud, repayment or a Transaction under Appendix A.

25. DISPUTES AND COMPLAINTS

Complaints concerning the TodayPay Platform or TodayPay's administration or delivery of a Resolution may be submitted to:

support@todaypayme.com

Disputes concerning Your underlying entitlement to a Resolution, the Resolution Amount authorized, goods or services, merchant policies or the underlying relationship between You and an Approved Merchant or Partner generally must be directed to that Approved Merchant or Partner.

Disputes concerning an independently issued Provider product may need to be directed to that Provider under its terms.

Nothing in these Terms prevents You from exercising a non-waivable right or filing a complaint with an appropriate governmental authority.

26. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND SERVICES ARE PROVIDED **“AS IS” AND “AS AVAILABLE.”**

TODAYPAY DISCLAIMS WARRANTIES NOT EXPRESSLY PROVIDED IN THESE TERMS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE EXTENT SUCH WARRANTIES MAY LAWFULLY BE DISCLAIMED.

TODAYPAY DOES NOT WARRANT THAT:

- EVERY DELIVERY METHOD WILL BE AVAILABLE TO EVERY USER;
- PROVIDER SERVICES WILL ALWAYS BE AVAILABLE OR UNINTERRUPTED;
- EVERY MERCHANT WILL ACCEPT A PARTICULAR PREPAID PRODUCT OR GIFT CARD;
- AN APPROVED MERCHANT OR PARTNER WILL AUTHORIZE OR MAINTAIN A PARTICULAR RESOLUTION; OR
- THIRD-PARTY SYSTEMS WILL OPERATE WITHOUT INTERRUPTION.

NOTHING IN THESE TERMS EXCLUDES A WARRANTY OR RIGHT THAT CANNOT LAWFULLY BE EXCLUDED.

27. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TODAYPAY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING TO THE PLATFORM OR SERVICES.

TODAYPAY IS NOT RESPONSIBLE FOR AN APPROVED MERCHANT'S OR PARTNER'S UNDERLYING OBLIGATION TO YOU OR FOR THE INDEPENDENT ACTS OR OMISSIONS OF A PROVIDER EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TODAYPAY'S AGGREGATE LIABILITY ARISING OUT OF A PARTICULAR RESOLUTION WILL NOT EXCEED THE GREATER OF:

(A) FEES, IF ANY, PAID DIRECTLY BY YOU TO TODAYPAY IN CONNECTION WITH THAT RESOLUTION; OR
(B) $500.

THE FOREGOING DOES NOT LIMIT LIABILITY THAT CANNOT LAWFULLY BE LIMITED OR EXCLUDED.

28. INDEMNIFICATION

To the fullest extent permitted by applicable law, You agree to indemnify and hold harmless TodayPay and its affiliates, officers, directors, employees and agents from third-party claims, losses, liabilities and reasonable costs arising directly from Your:

- fraud;
- knowing material misrepresentation;
- intentional misuse of the Platform;
- violation of another person's rights; or
- material violation of these Terms.

This Section does not require You to indemnify TodayPay for TodayPay's own violation of applicable law or liability that cannot lawfully be shifted to You.

29. ARBITRATION AGREEMENT

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

29.1 Notice and Informal Resolution

Before initiating arbitration or litigation, You and TodayPay agree to provide written notice describing the dispute and requested relief and attempt in good faith to resolve the matter informally for at least 60 days.

Notice to TodayPay must be sent to **support@todaypayme.com** and clearly identified as a dispute notice.

This requirement does not prevent an eligible small-claims action or emergency relief where delay would cause irreparable harm.

29.2 Individual Arbitration

Except for disputes eligible for small claims court and matters that applicable law does not permit to be arbitrated, You and TodayPay agree that Claims arising out of or relating to these Terms, the Platform, Services or a Resolution may be resolved by binding individual arbitration administered by the American Arbitration Association under its applicable Consumer Arbitration Rules and governed by the Federal Arbitration Act.

29.3 Small Claims

Either party may bring an individual claim in a small claims court having jurisdiction if the claim qualifies.

29.4 Governmental Complaints

Nothing in this Arbitration Agreement prevents You from reporting a matter to a governmental agency, filing a governmental complaint or participating in a governmental investigation.

29.5 Class and Representative Action Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND TODAYPAY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLAIMANT OR CLASS MEMBER IN A PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING.

29.6 Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF A CLAIM PROCEEDS IN COURT RATHER THAN ARBITRATION, YOU AND TODAYPAY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY.

29.7 Arbitration Opt-Out

You may opt out of this Arbitration Agreement by emailing **support@todaypayme.com** within 30 calendar days after first accepting these Terms.

The notice must state that You are opting out of arbitration and contain sufficient information to identify You and Your relationship with TodayPay.

29.8 Survival

This Arbitration Agreement survives termination of these Terms.

30. CHANGES TO THESE TERMS

TodayPay may amend these Terms from time to time.

Where required by applicable law, TodayPay will provide advance notice of material changes.

Your continued use of the Services after amended Terms become effective constitutes acceptance where permitted by applicable law.

31. GOVERNING LAW

Except for the Arbitration Agreement, which is governed by the Federal Arbitration Act, these Terms and disputes arising from them are governed by the laws of the State of New York, without regard to conflict-of-law principles, except where another jurisdiction's law applies and cannot lawfully be waived.

32. MISCELLANEOUS

32.1 Entire Agreement

These Terms, together with the Privacy Policy and additional terms expressly applicable to a particular Service, Resolution, Transaction or Delivery Method, constitute the agreement between You and TodayPay concerning their subject matter.

32.2 Order of Precedence

Additional terms expressly governing a particular Service, Resolution or Transaction control with respect to that subject matter.

Appendix A controls concerning the sale, ownership, assignment and repurchase of a Receivable.

32.3 Assignment

TodayPay may assign or transfer its rights or obligations in connection with a merger, acquisition, corporate reorganization, financing, sale of assets or other lawful transaction.

You may not assign Your rights under these Terms without TodayPay's prior written consent except where applicable law provides otherwise.

32.4 No Agency or Fiduciary Relationship

Nothing in these Terms creates a partnership, joint venture or fiduciary relationship between You and TodayPay.

TodayPay does not provide legal, accounting, tax or investment advice.

32.5 Force Majeure

TodayPay is not responsible for delay or failure caused by events beyond its reasonable control, including telecommunications or financial-network failures, Provider outages, natural disasters, governmental action, labor disruption or widespread cyber incidents, except to the extent applicable law provides otherwise.

32.6 Severability

If a provision is unenforceable, it will be enforced to the maximum extent permitted or severed where necessary, and the remaining provisions will remain effective, subject to the specific terms of the Arbitration Agreement.

32.7 No Waiver

TodayPay's failure to enforce a provision does not waive its right to enforce that provision later.

32.8 Electronic Transactions

You agree that these Terms and related agreements may be entered into electronically and that electronic acceptance or signature has the same legal effect as manual execution, subject to applicable law and the E-SIGN Disclosure.

APPENDIX A - INSTAREFUND® TRANSACTION AGREEMENT

This Appendix applies **only** where a Resolution is expressly identified as an instarefund® or otherwise expressly states that You are selling or transferring a Receivable to TodayPay or its affiliate.

A.1 Sale and Assignment

For each Transaction, You hereby irrevocably sell, assign, transfer and convey to TodayPay or its designated affiliate all of Your right, title and interest in and to the applicable Receivable, including the right to receive amounts payable by the Approved Merchant with respect to that Receivable.

The sale becomes effective when TodayPay accepts the Transaction and makes the disclosed consideration available through the applicable Delivery Method.

Following the sale, the Approved Merchant's obligation with respect to the sold Receivable is payable to TodayPay or its affiliate and not to You.

A.2 Consideration

The consideration for the Receivable will be disclosed before You complete the Transaction.

The Delivery Value may differ from the face amount of the Receivable because TodayPay may offer a Reward Bonus or other disclosed Delivery Method economics.

An instarefund® is separate from, and is not itself, a payment made to You by the Approved Merchant.

A.3 True Sale; Merchant Payment Risk

The parties intend each Transaction to constitute a true and absolute sale of the applicable Receivable and not a loan to You secured by the Receivable.

Except for repurchase obligations expressly described below, TodayPay assumes the risk that an otherwise valid and enforceable Receivable purchased by TodayPay is not subsequently paid by the Approved Merchant.

You are not required to repurchase a Receivable merely because an Approved Merchant becomes unable or unwilling to pay it, provided You complied with Your representations, warranties and obligations.

A.4 Your Representations

You represent and warrant that:

1. You lawfully own the Receivable and have authority to sell it;
2. the Receivable exists and is valid to the best of Your knowledge;
3. You have not previously sold, assigned, pledged, released, settled or transferred it;
4. You have not already received payment or duplicative recovery concerning it;
5. information You supplied concerning it is materially accurate and complete;
6. You have not knowingly engaged in fraud or material misrepresentation concerning the underlying transaction; and
7. You will not knowingly take action intended to materially impair TodayPay's ownership or lawful collection of the Receivable.

A.5 Repurchase for Breach

TodayPay may require You to repurchase a Receivable if:

1. a representation or warranty in Section A.4 was materially untrue when made;

2. the Receivable was invalid, previously paid, previously transferred or otherwise ineligible at the time of sale;
3. You obtained or knowingly attempted to obtain duplicate recovery;
4. You initiated a prohibited reversal or dispute inconsistent with Your sale of the Receivable; or
5. Your fraud or material breach materially impaired the validity, ownership, enforceability or collectability of the Receivable.

Ordinary nonpayment or credit risk of the Approved Merchant, without a breach by You, does not create a repurchase obligation.

Unless additional direct losses are recoverable because of fraud or other unlawful conduct, the repurchase amount will not exceed the Delivery Value actually funded or provided by TodayPay in exchange for the Receivable, including any applicable Reward Bonus.

Upon receipt of the required repurchase amount in cleared funds, TodayPay will reassign its remaining interest in the Receivable to You.

A.6 No Duplicate Recovery Following Sale

After selling a Receivable, You may not knowingly seek or retain a second recovery of that same Receivable from the Approved Merchant or through a financial institution, card network, Provider or other person.

To the extent permitted by applicable law and applicable network or Provider rules, acceptance of the consideration constitutes Your agreement not to initiate or pursue a chargeback, reversal or other recovery seeking payment of the sold Receivable.

Nothing in this Section waives a right that applicable law does not permit You to waive or prevents a dispute unrelated to the sold Receivable.

A.7 Further Assurances

You agree to reasonably cooperate with TodayPay in confirming or enforcing TodayPay's ownership of a sold Receivable.

A.8 Assignment

TodayPay or its affiliate may sell, assign, transfer, participate or grant a security interest in a Receivable or its rights under this Appendix.

A.9 Relationship to User Terms

The User Terms are incorporated into this Appendix.

Where this Appendix conflicts with the User Terms concerning sale, ownership, assignment or repurchase of a Receivable, this Appendix controls.

The Arbitration Agreement contained in the User Terms applies.

A.10 Governing Law

This Appendix is governed by the same governing-law provision as the User Terms.

E-SIGN DISCLOSURE AND CONSENT

1. Scope

This E-SIGN Disclosure and Consent applies to notices, disclosures, agreements, statements, records and other communications (**"Communications"**) that TodayPay is legally permitted to provide electronically concerning the Platform, Services, Inbox, Resolutions and Transactions.

By electronically accepting this consent, You affirmatively consent to receive covered Communications electronically and to use electronic signatures.

2. Paper Copies

You may request a paper copy of an electronic Communication by contacting **support@todaypayme.com**.

TodayPay will disclose any applicable fee before charging it. No fee will be charged where applicable law requires a paper copy without charge.

3. Electronic Delivery

TodayPay may provide covered Communications by:

- email;
- the Platform or TodayPay application;
- electronic notice containing access to a website; or
- another electronic method permitted by law.

4. Hardware and Software

To access and retain electronic Communications, You must have:

- a computer, smartphone, tablet or other device with internet access;
- a current version of a generally supported browser;
- a valid email address;
- software capable of displaying PDF documents where applicable; and
- sufficient electronic storage or access to a printer if You wish to retain physical copies.

If these requirements materially change in a manner creating a material risk that You cannot access covered Communications, TodayPay will provide any notice and renewed consent required by law.

5. Demonstrating Access

By electronically accepting this E-SIGN Consent through the electronic process in which it is presented, You confirm that You can access the electronic form in which this Disclosure and covered Communications are provided.

6. Updating Information

You are responsible for maintaining current contact information with TodayPay.

You may update Your information through the Platform where available or by contacting **support@todaypayme.com**.

7. Withdrawal of Consent

You may withdraw consent to receive legally required Communications electronically by contacting **support@todaypayme.com** and stating that You wish to withdraw Your E-SIGN consent.

Withdrawal becomes effective after a reasonable processing period and does not affect Communications or electronic signatures provided before withdrawal became effective.

Because electronic Communications are integral to the Platform, withdrawal may result in TodayPay being unable to provide some or all Services to You.

Replying **STOP** to an SMS opts You out of applicable text messages; it does **not** by itself withdraw this E-SIGN Consent.

8. Consent

By electronically accepting this E-SIGN Consent, You acknowledge that:

1. You have read and understand this disclosure;
2. You consent to receive covered Communications electronically;
3. You consent to electronic records and signatures; and
4. You can access and retain Communications in the formats described above.