



**Atrium Pay Agreement**  
Terms & Conditions, Privacy Policy, and Disclosure

These Terms & Conditions (“Terms & Conditions”) are the binding agreement between you (“End User” or “you”) and **Atrium Pay** (“Company”). This Agreement governs your use of the “Application” and its included suite of services, a comprehensive “Application” which, generally, may permit the use to Money Transfer, Bill Payment, Mobile Top-Ups, Pre-Paid Card or Charge Cards, Remote Check Deposit, Cash Deposit, Payment Gateway, and engage in cryptocurrency transactions (the “Application”). The Application is licensed, not sold, to you.

The “Application” is to be used for your business, personal, family, or household use. If using the “Application” for a business or legal entity, you represent and warrant that you have authority to bind said business or legal entity to these Terms & Conditions.

BY CLICKING THE "AGREE" BUTTON OR OTHERWISE DOWNLOADING, INSTALLING, AND USING THE APPLICATION OR PLATFORM, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, DO NOT ACCEPT. DO NOT DOWNLOAD, INSTALL OR OTHERWISE USE THE APPLICATION OR PLATFORM AND DELETE IT FROM YOUR MOBILE DEVICE.

YOU ACKNOWLEDGE THAT COMPANY IS NOT A LICENSED FINANCIAL INSTITUTION. COMPANY IS A CONSUMER FINANCIAL PLATFORM THAT MAY PROVIDE VARIOUS FINANCIAL SERVICES THROUGH THE USE OF AGENTS AND SERVICE PROVIDERS AS APPLICABLE LAW MAY REQUIRE. COMPANY DOES NOT OFFER OVERDRAFT PROTECTION OR CREDIT OPTIONS. THE COMPANY AND ANY FUNDS STORED IN THE APPLICATION ARE INSURED BY ATRIUM PAY'S PARTNER BANKS THROUGH THE FDIC.

**License Grant.**

Subject to the terms of these Terms & Conditions, Company grants you a limited, non-exclusive, and nontransferable license to download, install, and use the Application for your personal, non-commercial use on a device owned or otherwise controlled by you (“Device”) strictly in accordance with these Terms & Conditions.

**License Restrictions.**

You shall not:

- (a) copy the Application, except as expressly permitted by this license;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;



- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

#### **Reservation of Rights.**

You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

These Terms & Conditions may be amended at any time and without notice as determined solely by the Company. Your continued use of the Application constitutes acceptance of any updated or amended Terms & Conditions.

#### **Opening an Account.**

Company, and its affiliates, agents, and service providers, shall determine the eligibility requirements for the use and continued use of the Application and any of its integrated services or features. You acknowledge that eligibility requirements and Applications features may vary from jurisdiction to jurisdiction pending on Applicable Law. Generally, in order to open and maintain an account you will be required to provide Company, or its affiliates, agents or service providers, with certain personally identifiable information, including, but not limited to, your name, address, contact details, and certain financial information. Company may ask for additional information to verify your identity on a case by case basis. You represent and warrant that any and all personal information provided to the company is true and accurate and undertake to keep this information current. This information may be shared with third parties to open your Account and in order for Company to comply with Applicable Law. In connection with your use of the Application, you agree to cooperate with any investigation regarding any potentially unlawful activity, confirm your identity upon demand, and otherwise comply with requests for additional information. Failure to comply may result in the termination of your account.



### **Collection and Use of Your Information.**

You acknowledge that when you download, install, or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality. All information we collect through or in connection with this Application is subject to our Privacy Policy. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

You grant Company, and its affiliates, agents, and service providers, a license to use your information in connection with your use of the Application.

You agree to no provide any information which is (i) false, misleading, unlawful, pornographic, defamatory, libelous, threatening or harassing; (ii) encourages criminal conduct; (iii) breaches or infringes upon any rights, including intellectual property rights; (iv) contains corrupted data, viruses, ransomware or other harmful content; or (v) in Company's sole judgment, contains materials that the Company determines to be objectional or which may expose Company to harm or liability of any nature.

### **Use of Application.**

You are solely responsible for all funds loaded to the Application and necessary to complete any transactions undertaken through the Application. Company is not responsible for any transactions cancelled or unable to be completed as a result of insufficient funds or an insufficient balance. Funds may be loaded to your account through the use of a linked and eligible bank account or, as may be available, cash deposits or transfers from other electronic platforms or applications. Company may impose limitations on the amount that may be loaded or transferred to your account in any given transaction, day, or period as well as place holds on the availability of funds once transferred.

You agree that the funds deposited to your account will be only your funds and not funds belonging to any other person or legal entity.

You will not receive, nor shall you be entitled to any interest on funds deposited to and held in your account.

You may not use the Application and its suite of services in any way that: (i) would be a violation of the United States Department of Treasury's Office of Foreign Asset Control or similar agencies in any jurisdiction where the Application is available; (ii) perform any actions that would interfere with the Application; (iii) use the Application to engage in any transaction whose aim or purpose is gambling; (iv) use the Application to engage in any transaction whose aim or purpose is related to illicit or illegal narcotics; (v) use the Application to engage in any transaction whose aim or purpose is related to pornography or prostitution; (vi) use the Application to engage in any transaction whose aim or purpose is otherwise illegal or unlawful.



Company and its affiliates, agents, and service providers reserve the right to refuse or terminate any transaction which may or does violate any of these Terms & Conditions or the terms and conditions of third party vendors.

**Fees.**

Company shall reserve the right to charge fees for transactions processed via the Application. The associated fee or cost for each transaction shall be disclosed to you at the time you are engaging in the transaction. The Company reserves the right to amend, alter or change its pricing or fee model at any time.

**Transfers.**

The Application may permit you to send or receive funds. By initiating a transfer, you authorize Company to deduct funds from your Application account and remit those funds to the person or entity you so designate. It is your responsibility to ensure that all information necessary to successfully complete a transfer is accurate and correct. Company will not be responsible for any error in transfer as a result of incomplete or incorrect information provided by you. Company may engage affiliates, agents or service providers to complete certain transfers. In the event you are the intended recipient of a transfer, Company shall remit the funds pursuant to the sender's instructions. Company may impose limits on the amount that may be transferred in any single transaction or group of transactions. Company reserves the right to cancel or otherwise hold a transfer until you provide any additional information the Company may require.

International or cross-border transfers may be processed by third-party vendors and may be subject to the laws of foreign jurisdictions. In this event, you authorize Company to share any and all information necessary to effectuate a requested transfer. These transactions may be subject to additional costs and fees depending on prevailing exchange rates.

**Bill Payment**

By using this service, provided by Atrium Pay's commercial partner, you agree to the following Terms and Conditions. Please read this document carefully before proceeding with any transaction.

**Service Description**

Atrium Pay's commercial partner provides a service that allows users to pay bills such as water, electricity, phone, internet, cable TV, taxes, and other invoices accepted by our partners and service providers. Transactions are processed electronically, and payment confirmation depends on the timelines established by the beneficiaries and financial institutions.

**User Responsibilities**

The user is responsible for correctly providing payment details, including account number, barcode, and exact amount. Atrium Pay and its commercial partner are not responsible for



payments sent to incorrect accounts due to user errors or inaccurate information. Additionally, the user must ensure that sufficient funds are available in the selected payment method to complete the transaction.

#### Processing and Confirmation Timelines

Payments made through this service follow the timelines established by the beneficiary companies and financial institutions. Processing time may vary and, in some cases, may take up to [7] business days to be completed. Users are advised to make their payments in advance to avoid delays or potential late fees.

#### Fees and Charges

The use of the bill payment service may be subject to administrative fees, which will be communicated to the user before completing the transaction. Atrium Pay's commercial partner reserves the right to adjust these fees as necessary, with prior notice through official channels.

#### Cancellation and Refund Policy

Once a payment has been processed, it cannot be canceled. In case of a technical error or processing failure, the user must contact our support team within 1 hour after the transaction for review. If applicable, a refund or correction may be issued.

#### Limitation of Liability

Atrium Pay and its commercial partner act solely as intermediaries in the processing of payments and have no control over the acceptance, timelines, and policies of the beneficiary companies. Neither Atrium Pay nor its partner shall be held responsible for any penalties, interest, or late fees resulting from delayed payments caused by incorrect user information or external failures, such as banking issues or system instabilities.

#### Changes to Terms and Conditions

Atrium Pay's commercial partner reserves the right to modify these Terms and Conditions at any time without prior notice. Continued use of the service after such modifications implies acceptance of the updated terms. We recommend that users periodically review this page to stay informed about any changes.

#### **Mobile Top-Ups.**

##### HOW TO ACCESS AND USE THE SERVICES

For you to access the Services, you must register for an Atrium Pay account and log in to your account. Any information you provide to us in our Application to access the Services shall be used in accordance with our Privacy Policy.

You are responsible for all activities conducted through our Application from your devices where your login credentials have been used unless you have reported to us that your credentials have been compromised and instructed us to block your account.



## THE SERVICES

Through our Application, you will be able to top-up mobile phones around the world. The Top-Up Service available on our Application is being provided by our business partners (“Merchant”).

Atrium Pay and Merchant may be collectively referred to as “we” “us” or “our”.

Please be aware that the availability of the Service may change from time to time at our discretion.

We reserve the right to update, revise, amend or unilaterally change the terms of this Agreement or the information in the Application at any time without notice. When changes are made, we will update the Terms. It is the responsibility of the user to check the Application periodically for changes to the Agreement. Your continued use of the Services and Application following the notification of any modification to the Terms, constitutes acceptance of those changes.

The Top-Up Service may not be available in certain jurisdictions. We may limit the number of Top-Ups and/or the value of Top-Ups over specific time periods. You will be automatically notified through the Application when these limits are reached or should you attempt to effect Top-Ups in excess of the limits. Other limits and exclusions may apply to the way in which you can use this Application from time to time and you will be notified of these through your use of the Application.

You shall ensure that all instructions given by you to us through the Application are accurate and complete, and that, where appropriate, you correctly identify the mobile phone account to which any amount is to be credited or debited. In particular, prior to confirming any instruction to us, you shall ensure that the instruction which is relayed back to you confirming the instruction that you send through the Application is the instruction that you intend to give. We are entitled to rely on any instruction from you using and, for the avoidance of doubt, the processing by us of any such confirmed instruction shall be final and binding on you.

You shall carefully examine any Top-Up information received by you, or any other information provided by us to you through the Application from time to time and shall report any errors or omissions to us in writing within 05 days from the date of dispatch of such statements or receipt of such information. In the event that no error or omission is reported by you within the time specified, we shall be entitled to rely on the conclusiveness of the relevant statement of account with respect to further transactions, provided that nothing herein will prevent us or you subsequently adjusting information to correct an error or omission, but in that case without any claim to compensation or damages arising on account thereof.

Top-Ups are purely for use domestically within the relevant listed jurisdictions (available on the Application, and subject to change) and not for roaming.

You undertake to us to comply strictly with this Agreement. You acknowledge that your compliance with this Agreement is designed to minimize the risk of unauthorized use of the Application. You agree to indemnify us in full in respect of any loss or damages which



may arise to us, you, or any third party as a consequence of your non-compliance with this Agreement.

Top-Up is sent instantly to the appropriate mobile phone number upon payment by you. Once the Top-Up is sent to a mobile phone number, it can be used immediately therefore it cannot be refunded or removed from the phone. As refunds are not possible, we ask you to always confirm that the mobile phone number you have entered is correct.

#### INTERNATIONAL

With Atrium Pay, through its merchant partners, you can recharge the cell phones of friends and family almost anywhere in the world. Customers pay through the Atrium Pay system and the phone abroad is recharged in minutes.

#### DOMESTIC

You can also recharge the cell phones of friends and family here in the U.S. Customers pay through the Atrium Pay system and the phone abroad is recharged in minutes.

#### **Pre-Paid Card.**

The Company, through the use of the Application, may provide you with access or the opportunity to apply for a Pre-Paid Card or Charge Card. These Card or Charge Card services are provided by third parties who determine eligibility and terms. For the avoidance of any doubt, the terms of any Pre-Paid Card or Charge Card are between you and the third party providing that service and not Company. Your Pre-Paid Card or Charge Card can be synced to the Application for use as a Digital Wallet. Company is not responsible for any chargeback or disputed transactions on any pre-paid card issued via the Application.

Please refer to the terms and conditions of the issuer of the Pre-Paid credit or Charge Card for more details.

#### **Remote Check Deposit and Check Scanner**

These Terms and Conditions ("Terms") govern the use of the remote check deposit and check scanner services provided by the Atrium Pay financial application, with the support of its partner banks. By accessing or using any of the services made available by the Application, you ("User") agree to comply with the Terms set forth herein.

#### **Definitions**

**Remote Check Deposit:** Refers to the service that allows the User to deposit checks electronically by capturing and submitting check images through the Atrium Pay Application.

**Check Scanner:** Refers to the functionality of the Application that allows the User to scan checks for remote deposit.

**Sponsor Banks:** The partner banks that support and provide the remote check deposit service as described in this document.



## **Eligibility**

To use the Remote Check Deposit and Check Scanner service, the User must be of legal age and have a digital account with Atrium Pay.

The use of the service is subject to verification and approval by the Sponsor Bank.

## **Use of the Service**

The User agrees to use the Remote Check Deposit and Check Scanner service only for legitimate purposes and in compliance with applicable laws and regulations.

The User must ensure that the images of the checks submitted through the Application are and legible, in accordance with the specifications established by the Sponsor Banks and the Application.

The User is responsible for providing accurate and complete information during the deposit process, including check details and bank account information.

The Remote Check Deposit and Check Scanner service is available for processing checks issued in the United States. The User may deposit checks from any location, except in countries prohibited by OFAC and Sanctions, where Atrium Pay does not operate or provide any services.

## **Service Limitations**

The Remote Check Deposit service may not be available for all types of checks, including but not limited to checks with errors, unsigned checks, expired checks, or checks from unsupported banking institutions.

The Application and Sponsor Banks are not responsible for errors or transmission failures during the process of submitting checks for deposit.

## **User Responsibilities**

The User is responsible for ensuring that the deposited check is legitimate and that there is no duplication in submitting the same check for deposit.

The User agrees to maintain the integrity and confidentiality of their login credentials for the Application.

## **Fees and Charges**

The Remote Check Deposit and Check Scanner service may be subject to service fees, as determined by the Sponsor Banks or the Application's policy. The User will be notified in advance of any applicable fees through a contract, addendum, email, or any other physical or electronic means.

## **Privacy and Security**

The Application and Sponsor Banks commit to adopting appropriate security measures to protect the User's personal and banking information in accordance with applicable data protection laws.

The User agrees to provide accurate and updated information and authorizes the use of the provided data for purposes related to service provision.



### **Suspension or Termination of Service**

The Sponsor Bank or the Application may suspend or terminate the service at any time, without prior notice, if the User violates any of these Terms.

The User may cancel the use of the service at any time by discontinuing the use of the Application, provided that there is no negative balance.

### **Limitation of Liability**

The Application and the Sponsor Banks are not responsible for any losses, damages, or costs incurred by the User due to failures in the Remote Check Deposit or Check Scanner service.

The User agrees to hold the Application and the Sponsor Banks harmless from any liability for damages resulting from the misuse or incorrect use of the service.

### **Modification of Terms**

The Application and Sponsor Banks reserve the right to modify or update these Terms at any time. The User will be notified of significant changes, and continued use of the service will imply acceptance of the revised Terms.

### **General Provisions**

These Terms constitute the entire agreement between the User, the Application, and the Sponsor Banks regarding the Remote Check Deposit and Check Scanner service.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **Governing Law and Jurisdiction**

These Terms shall be governed by and interpreted in accordance with the laws of the country where the service is provided. Any disputes arising from these Terms shall be resolved by the competent courts of the jurisdiction where the service was contracted.

### **Cash In in ATM.**

The Network allows Customers to initiate Transactions at Terminals through its Access Mechanisms.

The Network supports Staged Transactions and Direct Transactions and facilitates the initiation and completion of Staged Transactions and Direct Transactions through APIs. In a Staged Transaction, a Customer requests the Transaction through their Atrium Pay account and the Provider provides all the information to prepare the Transaction before the Customer initiates the Transaction on the Terminal. After the Transaction is initiated by the Customer in the Terminal, the Provider validates the information provided by the Customer with the information provided by Atrium Pay and approves or declines the Transaction based on this information. If validated by the Provider, the Terminal will distribute funds to the Customer or accept funds from the Customer into a Cash In Account based on the information provided by the Provider. In a Direct Transaction, a Customer requests the Transaction through an Access Mechanism. After the Customer initiates the

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transaction in the Terminal, the Provider authorizes or rejects the Transaction and sends its response. If authorized by the Provider, the Terminal will distribute funds to the Customer or accept funds from the Customer into a Cash In Account based on information provided by the Provider.

Upon a Customer's request for a Transaction through the Atrium Pay APP, the Provider will initiate generation of an Authorization Code, and the Provider will provide such generated Authorization Code to the Customer through the Atrium Pay APP.

Upon a Customer's request to initiate an Internship Transaction through the Atrium Pay APP, the Provider must approve or deny the Customer's request. If the Provider approves the Customer's request to initiate a Staged Transaction, the Provider must provide an Authorization Code to the Customer and send the Transaction details to Atrium Pay via its API.

Upon receipt of the details of a Cash In Transaction, Atrium Pay will verify that the transaction details provided by the Customer meet the Provider's requirements. To initiate a Cash In Transaction at a Terminal, the Customer must provide an Authorization Code and confirm the Transaction value displayed on the Terminal screen. Once confirmed by the Customer, the Provider will validate the Authorization Code and amount against the transaction details provided by Atrium Pay. After validation of the Authorization Code, the Provider's Customer is obliged to insert the correct amount of money into the Terminal, and the money inserted into the Terminal by the Customer will automatically and irrevocably become the exclusive property of Atrium Pay. The customer should not enter any amount other than the one informed at the time of requesting the transaction.

The Provider will then verify the funds, with the value informed by the customer. Once verified, Atrium Pay will credit the funds to the Atrium Pay digital wallet as indicated by your Customer in the mobile transaction details.

In the event of any dispute regarding the interpretation of any provision of these Operating Rules, including whether such provision applies to a Participant, the ATM Provider shall have the exclusive right and authority to resolve the interpretation of such provision in its sole discretion. The Provider, at its sole discretion, may modify, supplement, or replace these Operating Rules from time to time. Except as otherwise specified by Provider, any modifications, supplements, or replacements to these Operating Rules will be effective thirty (30) days after adoption by Provider. Each Participant acknowledges and agrees that modifications, supplements or replacements of these Operating Rules may become effective less than thirty (30) days after the adoption of the same by the Provider (including immediately after the adoption of the same by the Provider), without prior notice, if the Provider reasonably determines that circumstances exist that require changes to these Operating Rules to take effect less than thirty (30) days after adoption by Provider. In such event, such changes will take effect, without prior notice, immediately, unless otherwise specified by Provider.



### **Cash Out in ATM:**

Upon receipt of the details of a Withdrawal Stage Transaction from the Customer, the Provider will verify that the transaction details provided by the Customer meet the Provider's requirements and that the Customer has sufficient funds in their Atrium Pay Digital Wallet. Upon verification of the above by the Provider, Atrium Pay will prepare the Staged Transaction in the Provider's transaction vault until completion of the Staged Transaction by the Customer, whichever comes first, until the expiration of the Staged Transaction based on the transaction details provided to the Provider by Atrium Pay, or cancellation of the Internship Transaction by Atrium Pay.

To initiate a Phased Withdrawal Transaction at a Terminal, the Customer must provide an Authorization Code and confirm the value of the Phased Transaction displayed on the Terminal screen. Once confirmed by the Customer, the Provider will validate the Authorization Code and amount against the transaction details provided by Atrium Pay. If the information provided by the Customer matches the transaction details provided by Atrium Pay, the Internship Transaction will be completed, and the Terminal will distribute funds to the Customer. Thereafter, the Provider will notify Atrium Pay that the Internship Transaction has been completed.

### **Transaction Limits in ATM.**

The Provider may establish a per-transaction limit for each Transaction performed by a Customer and an overall daily limit for the amount and number of all Transactions performed by a Customer. Each withdrawal transaction will be in increments of \$20 unless otherwise approved by the Provider. If a Provider establishes a per-transaction limit on Transactions for a Customer or an overall daily limit on the quantity and number of Transactions for a Customer, the Provider will not establish or enforce such limit in a manner that discriminates against the Network versus any other network that offers the same or similar products or services to the Network.

### **Fees:**

Network participation fees will be determined by Provider from time to time in its sole discretion.

Atrium Pay will also determine from time to time, at its sole discretion, the fees charged to its customers, as described in the terms and conditions in the Atrium Pay app.

### **Cash In in Physical Store.**

To be able to make cash deposits in physical stores, using Atrium Pay and its providers, you must first open an account in the Atrium Pay digital wallet, registering your data in the Atrium Pay APP. As part of the registration process, you will need to complete the account application, submit the requested documents, and accept the terms and conditions, and you must have the legal capacity to accept them.

You must be at least eighteen (18) years of age, have a valid government-issued photo identification, and reside in a country that is not on the sanctions lists.

You may use the Service to make a payment or to add value to your Account by going to a participating retailer providing the Barcode to the cashier and tendering the amount of



your Transaction and the applicable convenience fee, if any. If the Barcode has an expiration date, it expires on the date and time set forth with the Barcode. If you wish to make a payment after the Barcode has expired, you will need to obtain a new Barcode. A list of participating retailer locations will be provided by the Participant. A convenience fee established by us may be charged by the participating retailer at the time of the Transaction. If you do not accept the convenience fee (if applicable), do not proceed with the Transaction.

Your ability to use the Service to make a payment or to add funds to your Account, and the permitted amount of any Transaction or the frequency of Transactions, remains subject to authorization by the Participant and any applicable terms and conditions established by the Participant. Funds remitted through your use of the Service will be made available or credited, as applicable, by the Participant in accordance with the terms and conditions established by the Participant. Please contact the Participant directly for further information. We are not responsible for any delay with respect to when funds remitted to the Participant will be made available or credited to you, or any failure of the Participant to accept or properly process any funds remitted to it.

We may revoke, suspend, or otherwise deny your ability to use the Service at any time without cause or notice, including by declining an authorization for any illegal transaction or other actions that put the Service at material risk, or by limiting the number, type, frequency, or amount of Transactions that may be made by you. Use of the Service is subject to applicable law and all applicable rules of any clearinghouse or payment network involved in processing your Transaction.

The Barcode has no value associated with it and may only be used to identify your Transaction. You are responsible for all Transactions initiated using the Service. Refunds may be given or denied in the Participant's sole discretion and to the extent permitted by law.

By accepting the Barcode or using the Service to complete a Transaction, you agree that you may receive your Transaction receipt electronically.

### **Payment Gateway Service**

These Terms and Conditions of Use ("Terms") govern the use of the Payment Gateway service provided by the Application ("Platform"), operated by Atrium Pay ("Company"). By accessing or using the services provided, you ("User") agree to the Terms set forth below. If you do not agree to these Terms, do not use the Platform.

### **Definitions**

For better understanding of these Terms, the following definitions apply:

**Payment Gateway:** Service offered by the Platform that enables the electronic processing of payments between buyers and sellers, including transactions using debit cards, PIX, and other payment methods.

**User:** Any individual or legal entity that uses the Platform to process payments.



**Merchant:** Companies or individuals that use the Platform to receive payments from their customers.

**Partner Financial Institutions:** Banks and financial institutions that collaborate with the Platform to facilitate payments and settlements.

### Registration and Eligibility

To use the Payment Gateway service, the User must create an account on the Platform and provide accurate, up-to-date, and complete information.

The User declares that they are at least 18 years old or have the legal capacity to accept these Terms.

The Platform may refuse or cancel registrations at its discretion if financial risk, signs of fraud, or non-compliance with these Terms are detected.

### Use of the Service

The Payment Gateway allows Merchants to accept online payments through various methods.

Transactions processed through the Platform are subject to risk analysis and anti-fraud measures.

The User agrees to use the service only for lawful purposes, complying with applicable laws and the regulations of card networks and partner financial institutions.

### Fees and Settlement

The Platform may charge fees on processed transactions, as specified in the contract signed between the parties.

The settlement period for received amounts may vary depending on the chosen payment method and the regulations of financial institutions.

### Security and Privacy

The Platform implements security measures to protect User information and financial transaction data.

The User agrees to keep their access credentials secure and confidential, not sharing them with third parties.

The use of the service is subject to the Company's Privacy Policy, available on the official website.

### Suspension and Termination of the Account

The Platform may suspend or terminate the User's account in the event of:

- Violation of these Terms or policies of partner financial institutions.
- Suspected fraud, illegal activities, or misuse of the service.
- Prolonged account inactivity.

The User may request account termination, provided there are no outstanding financial obligations.



### **Responsibilities and Limitation of Liability**

The Platform acts as an intermediary for payment facilitation and is not responsible for the delivery of products or services purchased through the Payment Gateway.

The Company is not liable for technical failures, temporary unavailability, or service interruptions caused by third parties.

The User agrees to hold the Company harmless from any direct or indirect damages resulting from the use of the service.

### **Amendments to the Terms and Conditions**

The Company may modify these Terms at any time, subject to prior notice to the User. Continued use of the Platform following any modifications implies acceptance of the updated Terms.

### **Governing Law and Jurisdiction**

These Terms are governed by the laws of the State of Florida.

Any dispute related to the service shall be resolved in the competent court of the User's domicile or, in the case of a legal entity, in the court of Miami, FL.

### **Virtual Currency.**

The Application may permit you to engage in transactions using virtual or digital currencies. The value of these currencies may change quickly and dramatically. Company is not responsible for any fluctuations in the value of said currency. Company may restrict the use of virtual currency depending on the nature of the transaction, jurisdiction, and other available information. In order to purchase virtual currency, you must have uploaded, and deposited government backed or issued currency from your financial institution or, when available, by cash. Virtual currency services may be offered by a third-party vendor who may impose their own terms and conditions on virtual currency transactions. Additionally, as virtual currency transactions are processed by a third party, Company cannot and does not make any promises or guarantees regarding the timing of virtual currency transactions nor the security of said transactions. Company, or its third-party vendor, may elect to suspend virtual currency transactions at their sole discretion. Furthermore, Company and its third-party vendor may suspend or altogether terminate virtual currency services depending on Applicable Law.

### **Commercial Accounts.**

Businesses or legal entities are permitted to secure accounts on the Application solely for receiving payment for the sale of goods and services or to pay for the purchase of goods and services. Company is not responsible for any dispute between a commercial account holder and their customer arising from any dispute as to the delivery, accuracy, merchantability of the goods or services tendered.

### **Content and Services.**

The Application may provide you with access to Company's website (the "Website") and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application may be hosted on the Website (Collectively,



“Content and Services”). Your access to and use of such Content and Services are governed by Website's Terms of Use and Privacy Policy, which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website, and your failure to do so may restrict you from accessing or using certain of the Application's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

### **Updates.**

Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “Updates”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings when your Device is connected to the internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

### **Third-Party Materials.**

The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (“Third-Party Materials”). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

### **Term and Termination.**

- (a) The term of Agreement commences when you download the Application and will continue in effect until terminated by you or Company.
- (b) You may terminate this Agreement by deleting the Application and all copies thereof from your Device.



(c) Company may terminate this Agreement at any time without notice if it ceases to support the Application, which Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

- (i) all rights granted to you under this Agreement will also terminate;
- (ii) you must cease all use of the Application and delete all copies of the Application from your Device and account; and
- (iii) if you have a pending balance, you must make provision to receive or otherwise transfer said funds to a new account or application. In the event you fail to claim your funds, the funds will be treated as abandoned property pursuant to Applicable Law.

(e) Termination will not limit any of Company's rights or remedies at law or in equity.

**Disclaimer of Warranties.**

THE APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

**Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM



OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

COMPANY WILL NOT BE LIABLE FOR THE FAILURE TO INABILITY TO COMPLETE ANY TRANSACTION INITIATED BY YOU VIA THE APPLICATION WHEN, THROUGH NO FAULT OF THE COMPANY, THERE ARE INSUFFICIENT FUNDS IN YOUR ACCOUNT, THE RECIPIENT TERMINATES OR REFUSES THE TRANSACTION, THE INFORMATION YOU SUPPLIED IS INCORRECT OR INACCURATE, A COMPUTER OR ELECTRONIC ERROR, THERE IS A HOLD ON YOUR ACCOUNT, THE TRANSACTION IS UNAUTHORIZED OR IN VIOLATION OF THESE TERMS & CONDITIONS, CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL (LIKE FIRE, FLOOD, NATURAL DISASTER, LOSS OF ELECTRICITY, INTERNET DISRUPTION, OR GOVERNMENT ACTION OR ORDER), AND ANY OTHER REASON OR EXCEPTION SET FORTH IN THESE TERMS & CONDITIONS.

**Indemnification.**

You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, service providers, third-party vendors, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

**Independent Contractor.**

Company is, for all intents and purposes, an independent contractor and limited agent employed by you solely for the purpose of effectuating the transaction or services available via the Application. You are responsible for all tax and financial implication of any transaction in which you engage in via the Application.



### **Third-Party Providers and Services.**

As referenced throughout these Terms & Conditions, the services offered via the application may be tendered by affiliates, agents, service providers or third parties of the Company. When services via the Application are hosted by affiliates, agents, service providers or third parties they are provided according to the terms and conditions put in place by said affiliates, agents, service providers or third parties.

### **US Government Rights.**

The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

### **Compliance with Applicable Law.**

Company is required to comply with all Applicable Law, which includes the laws of the jurisdiction where the Application is offered and is functional. Company may alter its services, the Application, and hold, freeze, terminate, cancel or report any transaction in compliance with Applicable Law. Company may also be required to comply with any lawful subpoena, court order, search warrant, notice or similar action taken pursuant to Applicable law.

### **Severability.**

If any provision of this Agreement is illegal or unenforceable under Applicable Law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

### **Dispute Resolution.**

Remedies. In the event of a Breach of these Terms & Conditions, the non-breaching party shall be entitled to all appropriate equitable and legal relief, including, but not limited to: (a) an injunction to enforce these Terms & Conditions or prevent conduct in violation of these Terms & Conditions; (b) damages incurred by the non-breaching party as a result of the Breach; and (c) attorneys' fees and costs (at all arbitral, trial, and appellate levels) incurred by the non-breaching party in enforcing the terms of these Terms & Conditions.

\*\*\* THE FOLLOWING IS A MANDATORY ARBITRATION PROVISION \*\*\*

### **Mandatory Arbitration.**

Any issue, question, dispute, claim or controversy arising out of or relating to these Terms & Conditions or any provision thereof, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Miami, Florida, before a single arbitrator (the "Arbitrator"). The arbitration shall be administered by JAMS



pursuant to its comprehensive arbitration rules and procedures and in accordance with the expedited procedures in those rules. Judgment on the award may be entered in any court having jurisdiction. This dispute resolution provision shall include urgent or emergency arbitration relief and not preclude any party from seeking provisional remedies in aid of such urgent or emergency arbitration relief from an arbitrator in accordance herewith.

#### **Effects of Mandatory Arbitration.**

You understand, acknowledge, and agree that by agreeing to arbitrate in the manner required under these Terms & Conditions you are waiving any right to bring before a court (for other than injunctive relief as provided below), any claim that such party may have arising out of, or for any violation of, any federal, state, local, or other law, regulation, or ordinance, or any other rights protected or arising under any law, rule, or regulation. Nevertheless, the parties agree to waive all such rights they may have and agree to submit all disputes to binding arbitration in accordance with the terms of these Terms & Conditions.

#### **Authority and Decision.**

The Arbitrator shall have the authority to award the same damages and other relief that a court could award including, but not limited to, attorney's fees and costs. The Arbitrator shall issue a reasoned award explaining the decision and any damages awarded. The Arbitrator's decision will be final and binding upon the parties. The parties will abide by, and fully perform, any award rendered by the Arbitrator. In rendering the award, the Arbitrator shall state the reasons therefore, including (without limitation) any computations of actual damages or offsets, if applicable.

#### **Fees and Costs.**

In the event of arbitration under these Terms & Conditions, the fees charged by JAMS or other arbitration administrator and the Arbitrator shall be borne by the parties as determined by the Arbitrator, except for any initial registration fee, which the parties shall bear equally. Otherwise, the parties shall each bear their own costs, expenses and attorneys' fees incurred in arbitration, except as otherwise decided by the Arbitrator.

#### **Confidentiality.**

The arbitration proceedings including all filings, discovery, and communications related to such proceedings and any result(s) of arbitration (including any arbitration award) shall be maintained as Confidential Information by the parties, except as is otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors, and senior management and other parties with a strict need to know.

#### **Enforcement; Jurisdiction; Service of Process.**

To the extent court action is required to enforce any arbitration decision hereunder or the waiver of class action, such action shall be brought in the state and federal courts located in and for Miami-Dade County, Florida, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding



and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

**Limitation of Time to File Claims.**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Entire Agreement.**

These Terms & Conditions, and the terms and conditions of affiliates, agents, service providers, and third parties explicitly referenced or referred to herein, and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

**Waiver.**

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

Contact Information:

**Atrium Pay**

2255 Glades Road, Suite 324A, Boca Raton, FL 33431

[www.atriumpay.com](http://www.atriumpay.com)

[support@atriumpay.com](mailto:support@atriumpay.com)

+1 (844) 832-0809