



## Atrium Pay User Agreement

This User Agreement (“Agreement”) is a legally binding contract between **Atrium Pay** (“Company,” “we,” “us,” or “our”) and **you** (“User,” “End User,” or “you”). This Agreement governs your access to and use of the Atrium Pay mobile application, website, platform, and all associated services, features, functionalities, content, and technologies (collectively, the “Application”).

**BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE APPLICATION, YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE APPLICATION AND DELETE IT FROM YOUR DEVICE.**

### **LICENSE GRANT.**

Subject to your strict compliance with this Agreement, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to:

- a. Download, install, and use the Application on a mobile device owned or controlled by you;
- b. Access certain services and functionalities offered within or through the Application;
- c. Use the Application solely for your lawful personal, household, or business purposes as permitted under applicable law.

The Application is licensed, not sold, to you. All rights not expressly granted are reserved by the Company.

### **LICENSE RESTRICTIONS.**

You shall **NOT**:

- a. Copy, reproduce, modify, adapt, or create derivative works of the Application;
- b. Reverse engineer, decompile, decode, or attempt to access the source code;
- c. Remove or obscure proprietary notices, trademarks, copyrights, or other intellectual property markings;



- d. Rent, lease, assign, sell, sublicense, distribute, or make the Application available to any third party;
- e. Circumvent security, protection mechanisms, or operational controls;
- f. Use the Application in any unlawful, fraudulent, misleading, or harmful manner.

Any violation of this Section constitutes an immediate termination of your license.

### **USER ELIGIBILITY & VERIFICATION.**

To use the Application, you **MUST**:

- a. Be at least eighteen (18) years of age or the age of legal majority in your jurisdiction;
- b. Reside in a jurisdiction where the Application is permitted;
- c. Have legal capacity to enter into binding agreements;
- d. Maintain accurate, current, and complete profile information;
- e. Provide valid and legally recognized identification upon request, including but not limited to a government-issued ID, passport, or driver's license.

You agree to cooperate with any compliance, KYC/AML, identity verification, or fraud review. Failure to provide required documentation may result in delay, suspension, or termination.

### **USER RESPONSIBILITIES.**

You **AGREE** that you:

- a. Are solely responsible for all activities conducted under your account;
- b. Will maintain confidentiality of your login credentials;
- c. Will immediately notify Company of unauthorized access;
- d. Will not upload or provide false, misleading, illegal, infringing, harmful, or malicious content;
- e. Will not use the Application to engage in gambling, pornography, illicit narcotics, OFAC-prohibited activities, or any illegal transactions;
- f. Will comply with all applicable federal, state, local, and international laws.

You agree to indemnify and hold harmless the Company for any misuse of the Application.



## **COLLECTION AND USE OF INFORMATION.**

All information collected through your use of the Application is subject to the Privacy Policy. By using the Application, you consent to all data collection, usage, retention, and disclosure practices outlined therein.

You grant the Company and its authorized partners a license to use your information as necessary to operate, improve, and support the Application, comply with the law, and provide services.

## **ACCOUNT & FUNDS RESPONSIBILITY.**

You are **RESPONSIBLE** for:

- a. Ensuring sufficient funds are available for any transaction;
- b. Ensuring all deposited funds belong exclusively to you;
- c. Ensuring that all information provided to complete a transaction is accurate;
- d. Monitoring your account for unauthorized transactions or errors.

The Company is not responsible for:

- a. Failed transactions due to insufficient funds;
- b. Incorrect details submitted by you;
- c. Delays caused by third-party banks, networks, or service providers.

Interest is not paid on funds held within the Application unless expressly stated otherwise.

## **PROHIBITED USES.**

You are **PROHIBITED** from using the Application to:

- a. Violate OFAC or other sanctions regimes;
- b. Conduct unlawful or unauthorized money transmission;
- c. Facilitate fraud, identity theft, or misrepresentation;
- d. Transact illegal goods or services;
- e. Abuse, disrupt, or interfere with the Application or its security;
- f. Deposit counterfeit, altered, or fraudulent financial instruments.

# Atrium Pay

The Company may refuse, freeze, cancel, or reverse transactions to comply with applicable laws.

## **FEES.**

You **ACKNOWLEDGE** and **AGREE** that:

- a. Certain transactions may incur fees disclosed at the time of use;
- b. The Company may modify its fee schedule at any time at its sole discretion;
- c. Continued use of the Application constitutes acceptance of updated fees.

## **THIRD-PARTY PROVIDERS.**

Certain services accessible through the Application are provided by third parties, including but not limited to:

- a. Banks and financial institutions
- b. Payment processors
- c. Agent networks
- d. Virtual currency vendors
- e. Partner platforms

Your use of those services is subject to their own terms and conditions. The Company is not responsible for any act or omission of third parties.

## **UPDATES & CHANGES.**

The Company may issue updates, patches, enhancements, or remove features at any time. You agree to install all updates promptly.

Failure to do so may result in diminished functionality or inability to use the Application.

The Company has no obligation to provide any specific feature, update, or service.



## **DISCLAIMER OF WARRANTIES.**

**THE APPLICATION IS PROVIDED “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS.”**

**TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING:**

- a. MERCHANTABILITY**
- b. FITNESS FOR A PARTICULAR PURPOSE**
- c. NON-INFRINGEMENT**
- d. SYSTEM RELIABILITY OR ERROR-FREE OPERATION**
- e. SECURITY OR NON-INTERRUPTION**

**YOU ASSUME ALL RISK OF USING THE APPLICATION.**

## **LIMITATION OF LIABILITY.**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR:**

- INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES;**
- LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL;**
- ANY CLAIM OR DAMAGE ARISING FROM THIRD-PARTY SERVICES;**
- ANY DAMAGES EXCEEDING THE AMOUNT PAID BY YOU TO THE COMPANY WITHIN THE PAST SIX (6) MONTHS.**

**Some jurisdictions do not allow certain exclusions; such limitations may not apply fully.**

## **INDEMNIFICATION.**

You agree to indemnify, defend, and hold harmless the Company and its affiliates, officers, employees, agents, service providers, and licensors from any claims, damages, or liabilities arising out of:

- a. Your use or misuse of the Application;**
- b. Your violation of this Agreement;**
- c. Your violation of applicable law;**



- d. Your submitted content or data;
- e. Third-party claims relating to your transactions or actions.

### **TERM & TERMINATION.**

This Agreement remains in effect until terminated by either party.

The Company may terminate or suspend your access immediately, without notice, if:

- a. You violate any terms;
- b. You fail to provide required information;
- c. You engage in fraud or illegal activity;
- d. Required by law, regulation, or compliance standards.

Upon termination:

- a. Your license is revoked;
- b. You must cease all use and delete the Application;
- c. Unclaimed funds may be treated as abandoned property under applicable law.

### **DISPUTE RESOLUTION & MANDATORY ARBITRATION.**

*ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY JAMS IN MIAMI, FLORIDA, BEFORE A SINGLE ARBITRATOR.*

You acknowledge and agree that:

- a. You waive your right to sue in court (except for injunctive relief);
- b. You waive your right to a jury trial;
- c. You waive the right to participate in class actions;
- d. Arbitration shall remain confidential.

Judgment on the arbitration award may be entered in any court of competent jurisdiction.

### **GOVERNING LAW.**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to conflict-of-law principles.



### **SEVERABILITY.**

If any provision is found invalid or unenforceable, the remaining provisions will continue in full force and effect, and the invalid term will be replaced with a valid term that most closely reflects the original intent.

### **ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding between you and the Company regarding your use of the Application and supersedes any prior agreements or understandings.