

## Virtual Wallet User Agreement

### 1. Application

1.1 This is a User Contract, between **Compass Payment Solutions LLC**, a company authorized by the State of Florida, hereinafter **Compass Payment** and you, hereinafter referred to as **The Virtual Wallet Holder**, and together The Parties, which applies to all the services **Compass Payment** provides to you.

1.2 The Contract forms part of the business relation you maintain with **Compass Payment**, and as such you accept without any conditions, the entire contents of this Contract, under the Terms and Conditions, in the Privacy Policies, Registration Form and any annex that is found on the website and/or forwarded to you by **Compass Payment**.

1.3 This Contract cannot be modified unilaterally by any User.

1.4 This Contract is subject to changes by **Compass Payment**, without prior written notification to the **Virtual Wallet Holder**, therefore, the latter is obliged to constantly review this document published on the website of **Compass Payment**.

1.5 If you are not in agreement with this User Contract, with the Terms and Conditions, with the Privacy Policies, Registration Form and with any annex that is found on the website and/or forwarded to you, by **Compass Payment**, you must cease to use the services of **Compass Payment**, close your Virtual Wallet and consider your relationship with us terminated, which will result in no cost or penalty.

### 2. Declarations by the Virtual Wallet Holder

**The Virtual Wallet Holder**, states that:

- You guarantee that you are legally able and without any impediment under the applicable laws, to open a virtual wallet and request the services of **Compass Payment**.
- That during the period of this User Contract, you are authorized to perform all obligations arising from this User Contract and any other documents provided to you by **Compass Payment**.

- That you are obliged to provide all necessary information.
- That all information provided to **Compass Payment** in accordance with this User Contract, is and will be accurate, current, and complete in all aspects.
- Cooperate as required, in the event that **Compass Payment** or any United States federal or state authority, is required to conduct any type of investigation in respect of any instruction generated by the **Virtual Wallet Holder**, or any other nature that warrants a thorough review.
- That it exempts any and all liability in connection with its instruction to Compass Payment for the execution of any transaction.

### **3. Services Provided by Compass Payment**

3.1 By this Contract, **The Virtual Wallet Holder**, instructs **Compass Payment**, to establish and maintain a Virtual Wallet for and on behalf of The Holder, for the purpose of carrying our transactions, as determined in this Contract, and in any document and/or annex that is found on the website and/or forwarded to You by **Compass Payment**.

3.2 **Compass Payment** carries out transactions sent within the United States and Outside the United States.

3.3 The services that will be offered by **Compass Payment** to **The Virtual Wallet Holder**, will be the following:

- Mobile Wallets
- Domestic bill payments
- Domestic automated clearing house payments
- Cross border payments
- Wallet to wallet in network transfer

However, **Compass Payment** could modify this list at any time.

3.4 **Compass Payment** is obliged to obtain complete and accurate information from the person carry out the transaction(s) at the time of payment, therefore, **The Virtual Wallet**, must provide their information and that of the beneficiary of the transaction, in addition to any other information that is required by **Compass Payment**.

It is very important that the information you provides is accurate and complete. This is your responsibility. The government and law enforcement agencies rely on this information in their fight against money laundering, fraud and terrorism.

3.5 When **Compass Payment** receives the complete information, it will provide the services and will act only upon the instructions or request from **The Virtual Wallet Holder** and may also reject it in the event that it or the instruction does not comply with the requirements set forth therein.

3.6 Notwithstanding the aforementioned, it is understood between The Parties that **Compass Payment** is not obligated to detect errors, or investigate the legality, validity or accuracy of the information, data or documents, provided by **The Virtual Wallet Holder** to **Compass Payment**.

#### **4. Fees for Services Rendered**

4.1 **The Virtual Wallet Holder**, shall pay to **Compass Payment** all fees and other charges available in the exhibit identified as Exhibit A, which forms an integral part of this User Agreement, in respect of the Services that are requested from Compass Payment. These Fees and/or charges may be modified at any time, therefore, **The Virtual Wallet Holder**, declares that they shall often review the dispositions in **Exhibit A**.

#### **5. Taxes**

5.1 **The Virtual Wallet Holder**, shall be responsible for all taxes, levies, duties and any other government chare and of any nature relating to the transactions that are requested by **The Virtual Wallet**.

5.2 **The Virtual Wallet Holder** acknowledges that these taxes may vary, based on the type of service requested from **Compass Payment**, and therefore accepts the amount that is established at any time by **Compass Payment**.

5.3 In the event that **Compass Payment** is forced to pay any tax on behalf of **The Virtual Wallet Holder**, the latter shall transfer or reimburse immediately, as the case may be, to **Compass Payment** the respective amount.

## **6 Intellectual Property**

6.1 **Neither Compass Payment** nor any of its affiliated brands, grants **The User**, any right, title or interests for.

6.2 All Intellectual Property Rights are the exclusive property **Compass Payment**.

## **7. Compliance of the Laws**

7.1 Each one of the parties is responsible for compliance with national, state and local laws, ordinances, regulations, rules and regulations that may be applicable, in the performance of its responsibilities and obligations in respect of the operations and/or transactions subject to this User Contract.

## **8. Period and Termination**

This Contract shall enter force upon acceptance by **The Virtual Wallet Holder**, and shall remain in full force and effect until terminated in writing by either Party and proper receipt of the communication from the party electing to terminate the Contract is verified.

The Contract may be terminated by any of the parties, at any time, with thirty (30) days prior notice. However, **Compass Payment** may immediately terminate this Contract without prior notice to **The Virtual Wallet Holder** in the following cases:

- If **Compass Payment** considers that **The Virtual Wallet Holder** may be or is involved in illegal activity.
- If **Compass Payment** establishes that **The Virtual Wallet Holder** has breached this User Contract and/or any other document provided by **Compass Payment**.
- If **Compass Payment** considers the termination appropriate, to comply with the Applicable Law.

When this Contract is terminated, **The Virtual Wallet Holder** shall pay **Compass Payment** all commissions and any other amount or concept resulting or owed in respect of this Contract up to the effective date of the termination. If the client has money in their virtual wallet, **Compass Payment** will return in to them, on the termination date.

## **9. Conflict Resolution**

9.1 This Agreement shall be governed in accordance with the Laws of the State of Florida.

9.2 In the event of a dispute arising out of any matter related to this User Agreement, the Parties agree to use reasonable efforts to reach an amicable resolution of such dispute within seven (7) days of the date of the dispute.

9.3 However, **The Parties** agree that, in the absence of any settlement as set forth above, any controversy and/or dispute arising out of or relating to this User Contract between **Compass Payment** and **The Virtual Wallet Holder** shall be resolved by final and binding arbitration under the "Florida Revised Arbitration Code." The arbitrator may also decide what is subject to arbitration.