

## **Coyni User Agreement**

This is a user agreement between you and GreenBox POS (“GreenBox”, “we”, “us” or “our”) governing your use of the mobile payment application and platform, “Coyni” (or the “Services”). This user agreement and the agreements, policies, and documents referenced and therefore incorporated herein (“Agreement”, “User Agreement”, “Terms”, or “Terms of Use”), constitute a legally binding contract between you and GreenBox. **This Agreement contains provisions that govern how claims between you and GreenBox are resolved, including a mandatory binding arbitration clause and a class action waiver.** Please read this Agreement carefully.

By signing up to use Coyni, you expressly agree that you have read, understand, and agree to comply with all of the terms and conditions in this Agreement, and any other policies and agreements that apply to you, including our Privacy Policy and Cookie Policy. If you do not agree, do not access or use the Services. If you do not understand a term or policy, please contact us prior to use.

### **Account Setup**

**Eligibility.** By registering to use the Services, you represent and warrant that you are at least 13 years of age or the age of majority in the relevant jurisdiction to use or access the Services, however if you are at least 13 but under the age of 18, you represent and warrant that you have your parent or legal guardian’s permission to use Coyni and to accept these Terms of Use, (b) are an individual, legal person or other organization with full legal capacity and authority to enter into these Terms of Use, and (c) have not previously been suspended or removed from using Coyni. If you are entering into these Terms of Use on behalf of a legal entity of which you are an employee or agent, you represent and warrant that you have all necessary rights and authority to bind such legal entity.

**Modifying these Terms.** We have the right, in our sole and absolute discretion, to change, amend or revise any portion of these Terms of Use (and any of the agreements, policies, and documents incorporated herein) at any time. A revised version will be effective when posted or provided to you, unless otherwise noted. The changes will become effective, and shall be deemed accepted by you, after the initial posting or provision. Your continued use of the Services after the posting of any changes to the Terms become effective constitutes your acceptance to abide and be bound by those changes. If you do not agree with any such modification, you are prohibited from using the Services and must immediately close your account.

**Opening an account.** You must register for an account to use the Services (an “Account”). You are responsible for providing accurate registration information and for keeping your registration and Account information up to date. You agree to promptly notify us in the event any of your

registration information changes. The Services are not available in all jurisdictions, therefore certain changes to your information, such as change in your primary residence, may result in you becoming ineligible for the Services. You are fully responsible for all activity that occurs in connection with your Account. We may, in our sole discretion, refuse to open a Account, or where multiple types of Accounts are offered, limit the number and/or types of account you may open or access.

**Identity Verification.** During registration, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the Services. Access and limits applicable to the Services may be altered as a result of information collected about you on an ongoing basis. In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You authorize us, directly or through third parties, to make any inquiries we consider necessary to verify your identity. Personal information gathered for identity verification may include:

- certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, and date of birth;
- requiring you to take steps to confirm ownership of your email address, phone number or financial instruments;
- ordering a credit report from a credit reporting agency, or verifying your information against third party databases or through other sources; or
- requiring you to provide your driver's license or other government identification.

Please see our Privacy Policy for more information about data collection.

**Access.** To access the Services, you must have the necessary equipment and associated telecommunication service subscriptions to access the internet.

### **Account Credentials.**

**Two-Step Verification.** In order to access your Account, you will need to enable certain two-verification methods as an extra level of security. These methods may differ depending on how you access your Account. You may be prompted to create a unique pin, use biometric authentication, such as fingerprint ID or facial recognition if your mobile device and settings support it, or via a separate app on your phone. When using a verification service or feature through a third party, your usage will be governed by the third party's terms. We are not responsible or liable for a third party's terms or any action taken under such terms. We encourage you to read and understand the third-party terms applicable to your selected verification method.

## Wallet and Custodial Services

**Wallet** As part of your Account, we will provide qualifying users access to a hosted wallet (“Wallet”) for holding the token, digital currency, or “Coyni”. Your wallet ID is unique to you and will be located in your Account profile. Your Wallet allows you to store, track, transfer, and manage your all your transactions and Account balance.

**Coyni.** At this time your Account is intended solely for proper use of Coyni, a digital currency fully collateralized by the US Dollar, which is issued by GreenBox and continuously audited by a third-party. GreenBox is the issuer of Coyni, holds U.S. Dollars on reserve for Coyni holders, and has an obligation to repurchase your Coyni for USD. You can redeem your Coyni with GreenBox or GreenBox may elect to repurchase your Coyni in exchange for USD. The Coyni tokens are custodial assets held for your benefit, as described in further detail below. Title to Coyni shall at all times remain with you and shall not transfer to GreenBox. The Coyni in your Wallet are not the property of GreenBox. Except as required by a facially valid court order, or except as provided herein, GreenBox will not sell, transfer, loan, dispose of or transfer the Coyni in your Wallet unless instructed by you. Subject to the terms contained herein, outages, downtime, and other applicable policies, you control the Coyni held in your Wallet.

## Account Services, Transactions, Fees, & Review

**Link or unlink a Payment Method.** In order to purchase Coyni you must link a supported payment method such as a debit card, credit card, or a supported U.S. bank account to your Account. This will require a pre-authorization of the account with a minimal charge or deposit. You must have access to the account you are linking in order to verify the amount of the pre-authorization transaction. You may link up to four credit or debit cards and one bank account. When you purchase Coyni, you are authorizing us to initiate a transfer, debit or charge your card, as the case may be. Please keep your payment method information current (e.g. account or card number and card expiration date). We will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner, however factors outside of our control may delay or extend processing time. We will attempt to provide you with information about any delays or failed requests but is not responsible where such failures or delays are outside of its control.

**Fees and Limits.** In general, we make money when you transact with Coyni or use the Services. We may, at our discretion, impose limits on the amount and/or the number of payments you can send and receive. These limits apply for all transactions combined in your account. In order to manage risk, we may limit the payment methods available when you make a payment. These fees and limits may change from time to time in our sole discretion. You will be able to verify the fees that apply to your transaction in real time. You are responsible for ensuring that your Wallet is adequately funded for a requested transaction. Requests that cannot be completed due to insufficient funds may be held, delayed, rejected, or

otherwise not completed. Your bank or financial institution may charge additional fees which we do not control and cannot advise on. We are not responsible for these additional fees. You are responsible for knowing what fees and limits apply to you.

**Account Information.** You will be able to see your Wallet balance, transaction history, and requests in your Account. Your Account, including transaction history, is private and cannot be viewed by other users. Keep your Account credentials private and do not share them with anyone.

**Consent to access, processing and storage of your personal data.** You consent to us accessing, processing, and retaining any personal information you provide to us for the purpose of us providing Services to you. Please see our Privacy Policy for further information about how we process your personal data and the rights you have in respect of this.

**Bank Transfer Reviews.** We review account and transaction activity at various times, including when bank transfers are initiated. This review checks for, among other things, suspicious or illegal activity, and whether your account activity and the activity of users with whom you've transacted comply with this Agreement. As part of our review, you may be required to provide us with additional information and/or documentation to verify your identity. We may limit your Account and your access to your Account until verification is complete. Reviews may result in: delayed, blocked or cancelled transfers; account limitation, suspension or termination; seizure to comply with a court order, warrant or other legal process; and/or transaction reversals. You authorize us to take action to protect your Account if we reasonably believe that your Account has been compromised. **ACCOUNTS SHOULD ONLY BE USED TO TRANSACT WITH PEOPLE YOU KNOW AND TRUST. DO NOT USE ACCOUNTS TO TRANSACT WITH PEOPLE YOU DON'T KNOW.**

**Reversals & Cancellations.** You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful, or if you reverse a payment made from funds in your bank account or on your linked payment card, you authorize us, in our sole discretion, either to cancel the transaction or to debit your other linked payment methods, in any amount necessary to complete the transaction. We reserve the right to refuse to process, or to cancel or reverse, any transaction in our sole discretion, even after funds have been debited from your Account, if we suspect the transaction involves fraud, error, is prohibited, or is in any way related to criminal activity. We may also take the above actions if requested to do so in response to a subpoena, court, or regulatory or government order; if we reasonably suspect that the transaction is erroneous; or if we suspect the transaction relates to prohibited or restricted uses or activity as set forth below.

**Sending Coyni.** You can send Coyni to or request Coyni payments from a friend if they have an Account at the time you send or request the payment, using their wallet ID. If the friend does not have an Account, you can invite them to open one. They can claim the payment by opening an Account.

**Withdrawing Coyni.** Subject to the terms and conditions herein, you may transfer your Wallet balance (represented in Coyni and transferred in USD) via your linked payment method such as ACH or "push to card" transfers. We will work to process your transfer as soon as a request is

received, but note that where third-parties are involved, such as your bank and/or financial institution, transfers may experience delays outside of our control. Please contact us if you have any questions and check your Account history for the status of such requests. Where we have information about the status or success of a transfer, we will attempt to notify you via your Account transaction details. We are not responsible for failed or unsuccessful transactions where you have provided inaccurate or incomplete information. Please ensure that all information is correct at the time of such request. As more fully described herein, we charge fees associated with such transfers. All fees will be disclosed to you at the time of transaction request. You may also find information about the fees applicable to transacting in your Account in the Fees page.

**Giftcards.** You are able to convert all or a portion of your Wallet balance into third-party gift cards, by purchasing gift cards via our third-party gift card partner, subject to certain fees. The purchase and usage of these gift cards are governed by a third-party or parties not operated or controlled by us. Please refer to the relevant third party's terms and conditions prior to purchasing a gift card with your Wallet balance. We do not have access to and cannot assist you with any functionality or services governed by a third party once you exit your Account.

## Data Protection and Security

**Personal Data.** You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided in connection with this Agreement, or the Services. Accordingly, you represent and warrant that: (i) before providing any such personal data to us, you have read and understood our [Privacy Policy](#), and (ii) if from time to time we provide you with a replacement version of the [Privacy Policy](#), you will promptly read that notice.

**Fraud and Security.** If you suspect that your Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and/or us, you must immediately notify us as soon as possible by emailing [support@coyni.com](mailto:support@coyni.com). You agree to provide accurate information and reasonable support during any investigation of the above. Further, you agree to comply with any reasonable instructions related to such investigation and response.

**Password Security; Contact Information.** You are responsible for creating a strong password and maintaining adequate security and control of any and all IDs and passwords that you use to access the Services. You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. **We will never ask you for your password or two-factor authentication information. We assume no responsibility for any loss or damages that you may sustain due to compromise of your Account login credentials or authentication data due to no fault of GreenBox.** Please review your Account data frequently and contact us immediately if you believe your Account has been compromised or reflects what you reasonably believe to be unauthorized use or access. You may contact us via email at [support@coyni.com](mailto:support@coyni.com).

**Protection from Unauthorized Transactions.** You are responsible for all activity under your Account. Please review your Account, including transaction details for accuracy. Contact us immediately if there is an issue, including a transaction you do not recognize.

## **General Use, Prohibited Use, Death of Account Holder and Termination**

**Limited License.** Subject to the terms of this Agreement, we grant you a limited, revocable, nonexclusive, nontransferable license, to access and use the Services and related content, materials, and information (the "Materials") solely for purposes approved by us from time to time. Any other use of the Materials is expressly prohibited. and all other right, title, and interest in the Services or Materials is exclusively our property and the property of its licensors. Modification, distribution, sale, licensing, reverse engineering, publication, or exploitation of the Materials, in whole or in part, is strictly prohibited absent our express prior written consent. Any and all logos related to the Services or displayed in relation to the Services are either trademarks or registered marks owned by us or by our licensors. You may not violate or infringe our, or our licensors copyrights, trademarks or other intellectual property rights.

**Feedback.** We appreciate any feedback you send us but note that you are not obligated to send it. We will own any suggestions, feedback, ideas, materials, or other information from you in connection with the Services ("Feedback"). We may use the Feedback to improve the Services or to incorporate into other technologies or materials. Accordingly, you hereby assign to us all right, title, and interest to the Feedback, and waive any claim for acknowledgement or compensation based on the Feedback or our use of it.

**Website Accuracy.** Although we intend to provide accurate and timely information with respect to our Services and Materials, there may occasionally be inaccuracies, incomplete or outdated information. We endeavor to provide accurate and reliable information, and as such, may change or update information from time to time, with or without notice to you. You should verify all information before relying on it and are solely responsible for your decisions in connection therewith. We make no representations or warranties as to the accuracy of any third-party information and is not responsible for third party content or services.

**Third-Party Use.** We recommend against granting third party access to your Account. You are fully responsible for all acts or omissions of any third party with access to your Account and you agree and acknowledge that granting access or specific permissions to a third party does not relieve you of any responsibility or liability under this Agreement. Further, you acknowledge and agree that you will not hold us responsible for, and will indemnify us from, any liability arising out of or related to any act or omission of any third party with access to your Account. You should always review notifications to ensure that each transaction was authorized and accurately completed.

**Prohibited Use.** In connection with your use of the Services, and your interactions with other users and third parties, you agree and represent you will not engage in any prohibited use defined herein. We reserve the right, at any time, to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/

or suspend your Account(s) and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Account is associated with a prohibited use. If you are unsure as to whether a certain use, activity, or transaction is prohibited, please contact us immediately. If you suspect that your Account is associated with prohibited activity, you agree that you will immediately contact us and assist in an investigation.

By opening an Account, you agree that you will not use or allow others to use your Account to engage in any of the following categories of prohibited uses:

- Fraudulent activity, including providing us or any other entity with false, misleading, or inaccurate information;
- Chargeback (refund of a payment) on a token purchase;
- Abusive, extortionary, defamatory, threatening, infringing, or harassing activity;
- Unlawful activity, e.g activity that would violate or assist in violating ordinance, regulation, law, statute, or sanctions program in a location or jurisdiction where we offer Services or conducts business;
- Activity or behavior in breach of this Agreement or any other agreement between us;
- Use of your Account or the Services in a manner that results in detrimental interference to our Services;
- Attempt to interfere, disrupt, or negatively impact, affect, or inhibit our websites, software, services, or systems or another entity's use of the same;
- Attempt to circumvent our policies, restrictions, decisions, or limitations;
- Use or facilitate use of any viruses or malicious code in an attempt to compromise the Services or security associated therewith;

**Suspension, Termination, and Cancellation.** If we believe that there is a risk related to your Account activity, including, but not limited to, your transactions, or that your Account has been compromised, we may take various actions to safeguard and protect the integrity of our Services. The actions we take may include suspending or limiting your ability to use the Services, refusing to process or reversing a transaction, deduct funds directly from linked payment method, deactivating or terminating access to your Account. If possible, we will provide you with advance notice of our actions and resolution steps. However, advance notice may not be provided if we reasonably believe there is a need to take immediate action, such as with a breach of this Agreement, security threat, potential fraud, or illegal, restricted, or otherwise prohibited activity. We may not be able to fulfil Account closure requests if you have a pending transaction or are attempting to restrict or impede an investigation.

**Relationship of the Parties.** GreenBox is an independent contractor for all purposes, and not your agent in performance of anything addressed herein. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause or be interpreted as evidence of, you and GreenBox to be treated as partners, joint venturers, or otherwise as joint associates for profit, or either you or GreenBox to be treated as the agent of the other.

**Taxes.** It is your sole responsibility to determine what taxes, if any, apply to the transactions you conduct through the Services. We are not responsible for and cannot advise you with respect to any tax liability you may incur by way of transactions in your Account. You are responsible for withholding, collecting, reporting, and/or remitting accurate amounts of taxes to the relevant tax authorities. Your transaction history is available through your Account.

## **Dispute Resolution**

**Contact Us.** You may email Support at [support@coyni.com](mailto:support@coyni.com). When you contact us, we may ask you to provide certain information to verify your identity, such as your name, address, and transaction information. If you believe your account has been compromised, you may also report your claim by email or phone call. We require that all legal documents (including civil subpoenas, complaints, and small claims) be served on our registered agent for service of process. Please note that our registered agent will accept service only if the entity identified as the recipient of the document is identical to the entity registered with the Secretary of State and for which our registered agent is authorized to accept service. By accepting service of a legal document, we do not waive any objections we may have and may raise in response to such document.

**Dispute Process.** You agree to contact us through our support team to attempt to amicably resolve any potential dispute. Further, you agree to provide all information reasonably requested by us in order to review and investigate the dispute. You agree that we shall have no less than thirty (30) days following confirmed receipt of your dispute to investigate and respond. If after thirty (30) days we cannot resolve your dispute, you agree to binding arbitration as discussed herein.

## **Arbitration & Class Action Waiver**

**Arbitration; Waiver of Class Action. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW CLAIMS YOU AND GREENBOX HAVE AGAINST EACH OTHER ARE RESOLVED. If we cannot resolve a dispute through the above Dispute Process, you and GreenBox agree that any dispute arising out of or relating to this Agreement or the Services shall be resolved through binding arbitration, on an individual basis, except that you may assert claims in small claims court if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. This agreement to arbitrate includes, without limitation, the enforceability, scope, revocation, and validity of this agreement to arbitrate. Arbitration shall be conducted in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes.**



All such matters shall be decided by a single arbitrator and not by a court or judge. The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or GreenBox may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and GreenBox subject to the discretion of the arbitrator to require an in-person hearing. The arbitration award shall be final and binding and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**CLASS ACTION WAIVER:** TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, YOU AND GREENBOX ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

### **Releases, Indemnification, Limitation of Liability, and No Warranty**

**Release; Indemnification.** If you have a dispute with one or more users of the Services, you release GreenBox, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In entering into this release, you expressly waive any protections (whether statutory or otherwise, for example, California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release. You agree to indemnify and hold GreenBox its affiliates, and third-party service providers, and their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

**Limitation of Liability; No Warranty.** IN NO EVENT SHALL GREENBOX, ITS AFFILIATES AND THIRD PARTY SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE TO YOU OR A THIRD PARTY IN AN AMOUNT EXCEEDING THE VALUE OF FUNDS ON DEPOSIT IN YOUR ACCOUNT (REPRESENTED BY DIGITAL CURRENCY OR OTHERWISE), OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GREENBOX'S SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND

WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF GREENBOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR KNEW OR SHOULD HAVE KNOWN OF SUCH DAMAGES, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF GREENBOX'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. UNDER NO CIRCUMSTANCES SHALL GREENBOX'S TOTAL AGGREGATE LIABILITY EXCEED THE DIRECT DAMAGES SUFFERED BY SUCH PARTY IN AN AMOUNT EQUAL TO THE VALUE OF FUNDS ON DEPOSIT IN YOUR GREENBOX ACCOUNT.

THE GREENBOX PAYMENT SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. GREENBOX SPECIFICALLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

GREENBOX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE ERROR-FREE, UNINTERRUPTED, CONTINUOUS, OR TIMELY. GREENBOX WILL NOT BE LIABLE FOR ANY INTERRUPTION, OUTAGE, OR FAILURE TO PROVIDE THE SERVICES. GREENBOX DOES NOT GUARANTEE THAT ANY REQUEST WILL BE PROCESSED OR ACCEPTED. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE SERVICES.

**Computer Viruses.** We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from GreenBox. Always log into your Account(s) to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

## **General**

**Entire Agreement; Headings.** This Agreement and any policy incorporated by reference herein comprise the entire understanding and agreement between you and GreenBox as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and GreenBox. The section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

**Assignment and Change of Control.** You may not assign any rights and/or licenses granted under this Agreement. Any attempted transfer or assignment in violation hereof shall be null and void and have no effect. We reserve the right to assign our rights without restriction or consent, including, without limitation, to any GreenBox affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns. In the event that GreenBox is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

**Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted so as to effectuate the objectives of the provision and the intent of this Agreement as a whole, to the greatest extent possible under any applicable law.

**Survival.** All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement shall survive the termination or expiration of this Agreement.

**Governing Law.** You agree that the laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and GreenBox, except to the extent governed by federal law.

**Force Majeure.** We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, or any other occurrence which is beyond our reasonable control. Such failures, delays, or interruptions shall not affect the validity and enforceability of any remaining provisions of this Agreement.

**Non-Waiver of Rights.** This agreement shall not be construed to waive rights that cannot be waived under applicable law.

## **E-Sign Disclosure and Consent**

### **Electronic Delivery of Communications and Signature**

By registering for an Account, you agree that such registration constitutes your electronic signature. Further, you agree and consent that you, the entity applying for an Account, consent to receive electronically all communications and view disclosures, notices, agreements, documents and other communications (collectively, “Communications”) that we provide in connection with your Account and your use of the Services. Communications include:

- Terms of use and policies you agree to including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Account or transaction information;
- Disclosures regarding the resolution of any claimed error on your periodic statements;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account.

We will provide these Communications to you by posting them on the GreenBox website or emailing them to you at the primary email address listed in your GreenBox Account.

### **How to Withdraw Your Consent**

You may withdraw your consent to receive Communications electronically by contacting us at [support@coyni.com](mailto:support@coyni.com). If you fail to provide or if you withdraw your consent to receive Communications electronically, GreenBox reserves the right to immediately close your Account or charge you additional fees for paper copies.

### **System Requirements**

In order to receive Communications, whether by text or email, you need to have a means of printing or storing them. In addition to having an email address and phone number, you must have the following:

- Computer or mobile device with Internet connection;
- A current web browser with cookies enabled;

- A valid email address on file in your Account profile;
- Ability to store or print the Disclosures; and
- If you use a spam blocker, you must add [support@coyni.com](mailto:support@coyni.com) to your email address book.

### **Updating your Information**

It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if we send you an electronic Communication, but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, GreenBox will be deemed to have provided the Communication to you.

You may update your information by logging into your account and visiting settings or by contacting our support team at [support@coyni.com](mailto:support@coyni.com).

### **General**

You understand and agree that we are responsible for sending Communications to you electronically by email or text to the email address in your Account profile. We are not responsible for any delay or failure in your receipt of the email notices and whether or not you choose to view the Communication.