Terms of Service

Updated as of November 3, 2026

Soap Payments, Inc. ("Soap Payments," "us," "our," or "we") provides your business ("you" or "your") a comprehensive payment orchestration, technology, and compliance platform designed for regulated, high-growth, and complex commerce businesses. This platform enables businesses to accept payments, disburse funds, and manage transaction operations through licensed financial institutions and banking partners.

WE ARE NOT A FINANCIAL INSTITUTION, MONEY SERVICES BUSINESS, OR MONEY TRANSMITTER. Soap Payments is a payment orchestration and technology platform. It is not a bank, trust company, money services business, money transmitter, broker-dealer, or custodian of customer funds. All money transmission, on-ramp/off-ramp, conversion, safeguarding, and settlement of fiat funds in connection with the Services is performed by System Pay Services (US), Inc. d/b/a BVNK ("BVNK"), a Money Services Business registered with the U.S. Financial Crimes Enforcement Network and licensed as a money transmitter (or equivalent) in various states (NMLS ID 2531294), and by BVNK's chartered U.S. depository partners, including Cross River Bank and Lead Bank (collectively, with BVNK, the "Financial Services Providers"), each acting under its own licenses and charters. To the extent digital-asset on-ramp or off-ramp services are used, those conversions are performed by BVNK under its own authority; Soap Payments does not itself take custody of, exchange, or transmit digital assets.

WE ARE A THIRD-PARTY TECHNOLOGY, PAYMENT ORCHESTRATION, AND SOFTWARE INTEGRATION PROVIDER AND ARE NOT ASSOCIATED, AFFILIATED, OR A PART OF ANY BUSINESS USING THE SERVICES. YOUR BUSINESS, PRODUCTS, SERVICES, WEBSITE, APPLICATION, AND CUSTOMER RELATIONSHIPS ARE SUBJECT TO YOUR OWN TERMS AND CONDITIONS, PRIVACY POLICY, AND APPLICABLE RULES, REGULATIONS, AND RESTRICTIONS.

Payment Options

Our dedicated interface facilitates multiple payment methods from your customers or users, based on your business model. These methods include, but are not limited to:

- Credit and debit card
- Open Banking or ACH
- Apple Pay
- Future payment methods as available

This variety allows your customers or users to choose the most convenient option for purchasing or adding money to their accounts.

User Experience

Our interface is designed for seamless operation across various devices and screens. The platform is customized to match your company's brand identity, ensuring a consistent experience for your customers or users.

Security and Compliance

To ensure the safety of customer funds and personal information, we implement:

- Robust and industry-standard security measures to protect transactions;
- Identity verification processes;
- Geolocation services to ensure compliance with local laws; and
- Know Your Customer (KYC) procedures.

You are responsible for ensuring that your customers or users comply with all applicable laws and regulations related to these security measures.

Customer Support

As our client, you have access to customer support, ensuring that any issues or questions regarding deposits or withdrawals are addressed promptly. You are responsible for providing first-line support to your customers or users and escalating issues to Soap Payments as needed.

By offering these services, we aim to provide a seamless, secure, and efficient payment experience for customers or users, from the moment they purchase or deposit to when they withdraw or receive payment.

1. **General**.

(i) **Legal Contract.** These Terms of Service ("Terms") constitute a legal agreement between Soap Payments, Inc. ("Soap Payments," "us," "our," or "we") and the business entity you represent ("you" or "your"). This Agreement governs your access to and use of our payment processing services, APIs, documentation, and related technology (collectively, the "Services").

(ii) **Agreement**. By accessing or using the Services, or by clicking "I ACCEPT," you represent and warrant that you have the authority to bind the business entity you represent to these Terms and that you have read, understood, and agree to be bound by these Terms.

(iii) **Changes to these Terms**. We reserve the right to modify these Terms from time to time. Material changes will be communicated to you via email or other reasonable notice methods prior to becoming effective. Continued use of the Services after such changes become effective constitutes acceptance of the revised Terms. We will strive to publicize and post any such changes through various channels, but it is solely your responsibility to review and read the Terms, as they may change from time to time. We strongly suggest that you periodically review these Terms for any changes.

(iv) **Violation of these Terms**. If you violate any of these Terms or if we reasonably believe that you have violated these Terms, we may terminate your Account with or without notice, limit or restrict your access to the Services. Taking any action against you listed in this paragraph does not limit our ability to take any other action permitted by law or to pursue any other legal or equitable remedies that may be available, including without limitation damages and injunctive relief.

In addition to the existing reasons for termination or suspension, Soap Payments may also suspend or terminate your Account, limit or restrict your access to the Services, and forfeit any funds in your Account or any prizes that you may have associated with your Account if: (a) Soap Payments determines that your use of the Services violates any applicable laws or regulations; (b) Soap Payments is required to do so by a financial partner or regulatory authority; (c) Soap Payments believes that your use of the Services poses an unacceptable risk to Soap Payments or its partners; or (d) Soap Payments determines that you have provided false, inaccurate, or misleading information.

(v) **Eligibility**. To be eligible to use the Services, you must be a business entity (including sole proprietors) that is duly organized and validly existing under the laws of your jurisdiction and authorized to conduct business in the jurisdictions where your services are offered. Any individual acting on behalf of your business represents and warrants that they are duly authorized to do so and have the authority to bind the business to these Terms. If you are a sole proprietor, you must be at least 18 years of age, or if younger, your parent or legal guardian must agree to these terms on your behalf, accepting full responsibility for your use of the Services and adherence to these Terms. You must provide accurate and complete information about your business, including, but not limited to, its legal name, address, contact information, and the nature of its business activities.

(vi) **EU/EEA Businesses**. If your business is established in the European Union or the European Economic Area, your contracting party under these Terms is Soap Payments EU s.r.o., with its registered office at Klimentská 2066/19, Nové Město, 110 00 Praha 1, Czech Republic, IČO 29819717, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 452889, and references in these Terms to "Soap Payments," "us," "our," or "we" mean Soap Payments EU s.r.o.

2. User Account.

A. **Payment Processing**. Soap Payments offers robust payment orchestration, reconciliation, and reporting services tailored for regulated, high-growth, and complex commerce businesses. Our platform enables your company to efficiently direct the acceptance and payout of funds by our Financial Services Providers on behalf of your end customers. Funds are not held by Soap Payments; rather, BVNK holds funds in a virtual account safeguarded on a "for benefit of" (FBO) basis with a chartered U.S. depository partner, and Soap Payments maintains internal sub-ledgers to allocate balances among operators and end users for reconciliation and reporting purposes only. Soap Payments does not take title to or exercise independent dominion over operator or end-user fiat balances at

any time. Soap Payments provides operators with reconciliation, reporting, and compliance tools for transaction management purposes only.

B. **Holding of Funds.** Soap Payments does not directly hold, manage, invest, or transmit any user, operator, or end-user fiat funds. All such funds are accepted, held, safeguarded, transmitted, converted, and paid out by the Financial Services Providers under their own licenses and charters. Specifically, Soap Payments maintains a USD virtual account issued by BVNK and held at a chartered U.S. depository partner (such as Cross River Bank) on an FBO ("for benefit of") safeguarding basis. Within that account, Soap Payments maintains internal sub-ledgers for each operator, which are used to allocate amounts among operators and end users for reconciliation, reporting, and compliance purposes only. The Financial Services Providers may hold funds in commingled FBO or pooled safeguarding accounts in accordance with applicable laws and regulations, including applicable safeguarding and segregation rules. You acknowledge and agree that (a) you will not receive any interest or other earnings on funds held by any Financial Services Provider; (b) the Financial Services Providers, not Soap Payments, are the entities responsible for custody, settlement, and money transmission in the flow of funds; and (c) the funds-handling terms of the applicable Financial Services Providers (including any BVNK and Cross River Bank end-user terms) apply in addition to these Terms.

C. **Dormant Accounts**. If your Digital Wallet remains inactive for an extended period, as determined by Soap Payments, it may be considered dormant. Soap Payments reserves the right to escheat any unclaimed or dormant funds to the applicable state in accordance with state law. Prior to escheating funds, Soap Payments will make reasonable attempts to contact you using the contact information associated with your account.

D. **Money Transmission Posture; No MSB or MTL Registration by Soap Payments**. Soap Payments is a payment orchestration, reconciliation, and compliance technology platform. Soap Payments is not a "money services business" or "money transmitter" within the meaning of the Bank Secrecy Act (31 U.S.C. § 5311 *et seq.*) or implementing regulations (including 31 C.F.R. § 1010.100(ff)), and is not required as a matter of law to be registered with the U.S. Financial Crimes Enforcement Network or to obtain a state money transmitter license in connection with the Services. Soap Payments does not "accept" or "transmit" funds on its own account. All acceptance, safeguarding, transmission, conversion, and settlement of fiat funds is performed by the Financial Services Providers under their own licenses. You acknowledge that your use of the Services, including the movement of funds facilitated thereby, is subject to the terms of the applicable Financial Services Providers and to their AML/CTF, KYC, sanctions screening, and safeguarding policies. For transparency, Soap Payments has voluntarily registered as a Money Services Business with the U.S. Financial Crimes Enforcement Network (MSB Registration No. 31000310683976, effective September 17, 2025). The voluntary registration was obtained on a precautionary basis and is not a concession by Soap Payments of money-services-business or money-transmitter status under federal or state law, and does not alter the allocation of responsibility set forth in these Terms; a voluntarily-registered MSB is, however, subject to certain BSA program and reporting obligations, which Soap Payments is implementing.

E. **Digital Asset On/Off-Ramp; Risk Disclosures**. To the extent the Services include fiat-to-digital-asset or digital-asset-to-fiat conversion ("On/Off-Ramp Services"), those conversions are performed by BVNK under its own licenses and authority. Soap Payments does not itself take custody of, exchange, convert, issue, or transmit digital assets, and does not act as a virtual-asset service provider. You acknowledge and agree that digital assets are not legal tender, are not backed by any government, and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any similar insurer; that the value of digital assets is volatile and may decline materially; that digital-asset transactions are generally irreversible; that digital-asset transfers are settled on public distributed ledgers and carry operational, network, and counterparty risk; and that regulatory treatment of digital assets is evolving and may result in restrictions on, or the discontinuation of, On/Off-Ramp Services. Eligibility, fees, supported currencies, supported chains, and other parameters for On/Off-Ramp Services are determined by BVNK and may be modified, suspended, or terminated by BVNK or by applicable regulators at any time.

F. **Registration**. To access the Services, you must create a business account ("Account") and designate an authorized representative to manage the Account on your behalf. You must provide accurate and complete registration information and keep it updated. You are responsible for maintaining the security of your Account credentials and for all activities that occur under your Account.

G. **Use of the Account**. You are responsible for all activity related to your use of the Services, including the activities of your employees, contractors, customers and users on your platform. Sharing account credentials or allowing unauthorized access is prohibited. You must ensure your customers or users comply with all applicable laws and regulations.

H. Use of Account. You agree to use the Services solely for legitimate payment processing related to your business. We may suspend or terminate your account for violations of these Terms, fraudulent/illegal activities, or misuse of the Services. This includes violating laws/regulations, breaching third-party agreements, or activities posing a risk to Soap Payments or its partners.

I. **Marketing Communications**. By creating an account and using our Services, you agree that we may send you promotional communications, including but not limited to emails, push notifications, and text messages, about our products, services, and special offers. These communications may be customized based on your activity and preferences. You can opt-out of receiving marketing communications at any time by following the instructions provided in the communication or by contacting our support team. Please note that even if you opt-out of marketing communications, you may still receive transactional or account-related messages from us.

J. **Compromised Account**. You agree to immediately notify us of any unauthorized use of your Account or any other security breach, whether actual, threatened, or suspected, associated with your Account or the Services.

K. **Geolocation Verification**. You consent to continuous background location monitoring while using our Services. Disabling geolocation access may result in account restrictions or suspended transaction capabilities. All geolocation information is encrypted, stored for regulatory compliance periods, and may be shared with operators, service providers, regulators, or law enforcement as required by applicable statutes. You agree not to disguise or interfere in any way with the IP address of the computer or other device you are using to access our platform, or otherwise take steps to prevent us from correctly identifying the actual IP address of the device you are using while accessing our Services. If you have set your device(s) to disable GPS, Bluetooth, or other location-determining software, use connection methods or systems that mask your location (such as a virtual private network), or do not authorize our platform to access your location data, we may not be able to determine your location, and you may not be able to access or use our Services. We reserve the right to suspend or terminate your account if we determine, in our sole discretion, that you have prevented or attempted to prevent us from accurately determining your location.

L. **Use of Information Collected**. We may use your information (including email) to send promotional materials and announcements. You can opt out at any time.

3. Business Obligations.

A. **Data Security**. You are responsible for maintaining the security of data processed, stored, or transmitted by your systems, including any personal data of your customers. You must comply with all applicable data security standards, including the Payment Card Industry Data Security Standard (PCI DSS), if you process, store, or transmit cardholder data. You must implement and maintain reasonable and appropriate security measures to protect data from unauthorized access, use, disclosure, alteration, or destruction. In the event of a data breach, you must promptly notify Soap Payments and cooperate fully in investigating and mitigating the breach.

Soap Payments will use commercially reasonable efforts to provide the Services in a manner consistent with the Payment Card Industry Data Security Standard (PCI DSS) requirements applicable to its role as a service provider.

B. **Indemnification**. You agree to indemnify, defend, and hold harmless Soap Payments, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your breach of these Terms; (b) your use of the Services; (c) your violation of any law or regulation; (d) any content or materials you provide to Soap Payments; (e) claims made by your customers or users or third parties relating to your platform; or (f) your negligence, fraud, or willful misconduct.

C. **API Usage**. If you use Soap Payments' API, you agree to comply with the API documentation and usage guidelines provided by Soap Payments. You are responsible for ensuring the security of your API credentials and for preventing unauthorized access to the API. You must not exceed the rate limits or other usage restrictions imposed by Soap Payments. Soap Payments reserves the right to suspend or terminate your API access if you violate these terms or if your API usage poses a risk to the stability or security of the Services.

D. **Fees and Payment Terms**. You agree to pay Soap Payments the fees for the Services as set forth in the applicable pricing schedule or agreement. Fees are exclusive of any applicable taxes, which you are responsible for paying. Soap Payments may invoice you for fees or deduct them from your account balance. You must pay all invoices within the due date specified in the invoice. Late payments may be subject to interest charges. Soap Payments reserves the right to modify the fees for the Services at any time upon notice to you. Your continued use of the Services after the fee change constitutes your acceptance of the new fees.

E. **Third-Party Data**. If you enable Services or features that allow Soap Payments to access data from your third-party service providers, including personal data and content ("Third-Party Data"), you authorize Soap Payments to access and use that Third-Party Data as necessary to provide the Services. You represent and warrant that you have obtained all necessary rights and consents to provide Soap Payments with access to such Third-Party Data.

4. **Services**.

A. **Services**. We may modify our Services to improve the functionality or to comply with regulator requirements.

B. **Software**. To access our Services, you may be required to download certain software and associated program interfaces, license keys, and patches ("Software"). By downloading the Software, you agree and understand that periodic updates may be necessary and if you do not allow access for the purposes of updates, the Software may no longer be usable, and you may no longer be able to access our Services.

5. **Preview Services**. From time to time, Soap Payments may offer "Preview Services" which are features or services still in a beta or early release phase. These Preview Services may not be fully functional, may contain bugs or errors, and may be subject to change or discontinuation at any time without notice. Use of Preview Services is at your own risk, and Soap Payments makes no warranties or guarantees regarding their reliability or performance. Furthermore, participation in any Preview Service may require confidentiality regarding its features and your experience. Soap Payments reserves the right to suspend or terminate your access to Preview Services at any time.

6. **Third-Party Links and Content**. The Services may contain links to third-party websites, applications, or resources that are not owned or controlled by us. We provide these links for

your convenience and information only. We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party websites, applications, or resources. By accessing or using the Services, you expressly acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such third-party websites, applications, or resources. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites, applications, or resources that you visit or interact with through our Services.

The Services may provide access to or integrations with third-party services or applications. Your use of such third-party services is solely at your own risk and is governed by the terms and privacy policies of those third parties. Soap Payments is not responsible for the performance, security, or availability of any third-party services, nor does Soap Payments endorse or assume any liability for any content, advertising, products, or other materials available from such third-party services.

7. **Information Soap Obtains**. You authorize Soap Payments to obtain information about you and your business from third parties, including credit reporting agencies, banks, and other service providers, for purposes such as verifying your identity, assessing your creditworthiness, and complying with applicable laws and regulations. You agree to provide Soap Payments with any necessary authorizations or consents to access such information.

8. **Legal and Regulatory Compliance**.

   A. **Applicable Laws**. You acknowledge that the Services are subject to varying applicable laws and regulations. You are solely responsible for ensuring your compliance with all applicable laws, including obtaining licenses and permits. Soap Payments makes no warranties regarding the legality of your use of the Services in any jurisdiction.

   B. **Additional Laws**. You are responsible for determining any laws that prohibit or restrict your access to the Services, deposits, or withdrawals. Even in approved jurisdictions, you must verify compliance with all applicable laws and regulations. You may not access the Services if it violates any law or regulation.

   C. **Your Representations and Warranties to Us**. You represent and warrant that: (a) You are duly organized and validly existing under the laws of your jurisdiction; (b) You have all necessary licenses and permits to operate your business and to use the Services; (c) You maintain a comprehensive compliance program that includes measures to prevent fraud, money laundering, and other illegal activities; (d) You have the technical infrastructure and expertise necessary to integrate the Services with your platform and to ensure the security of your customer data.

   You further represent and warrant that: (a) you have all necessary rights and permissions to use the Services in compliance with these Terms and all applicable laws and regulations, including those applicable to your industry and business activities; (b) you

will comply with all applicable financial services terms, including those of BVNK (System Pay Services (US), Inc., NMLS ID 2531294) and its chartered U.S. depository and safeguarding partners (including Cross River Bank and Lead Bank); (c) all information you provide to Soap Payments is accurate and complete; (d) you will not use the Services for any illegal or unauthorized purpose; and (e) you will comply with all data protection laws and regulations.

D. **Illegal Use**. You agree that you will not engage in, attempt to engage in, or assist others engaging in any illegal or unlawful conduct related to or utilizing our Services, including but not limited to fraud, cheating, hacking, tampering, or any other conduct in violation of applicable civil or criminal laws.

9. **Chargebacks and Disputed Transactions**. You are responsible for all chargebacks, reversals, and disputes related to transactions processed through your account. You authorize us to deduct the full amount of chargebacks/disputes, plus fees, from your account balance or linked payment method. If your balance is insufficient, you must promptly reimburse us. Fees may include chargeback fees and administrative costs. You agree to cooperate in contesting disputes. We may suspend/terminate accounts with excessive chargebacks. You waive the right to dispute these charges with your card issuer/bank and agree to resolve issues directly with us.

10. **Data Rights and Ownership**. Soap Payments retains all rights to data collected through the Services ("Soap Payments Data"), including aggregated and anonymized data and usage statistics, for business purposes such as service improvement and development. Your business retains ownership of the data you provide or that is collected on your behalf ("Client Data"). You grant Soap Payments a non-exclusive, worldwide, royalty-free license to use, reproduce, and process Client Data solely for providing and improving the Services. We will maintain technical and organizational measures to protect Client Data from unauthorized access or loss and will not disclose Client Data to third parties except as required to provide the Services or by law. Upon termination, Client Data will be retained for 180 days for data extraction, after which it may be deleted per our data retention policies. You warrant that you have the necessary rights to provide Client Data and that it is accurate and compliant. Soap Payments reserves the right to use aggregated or de-identified data derived from Client Data for any purpose, provided it does not identify your business or any individual. This section survives termination. You may use the information provided by BVNK and its chartered U.S. depository and safeguarding partners (including Cross River Bank and Lead Bank) only as this Agreement and other applicable agreements between you and the applicable Financial Services Providers permit.

    Soap Payments is not obligated to retain your data after the termination of this Agreement, except as required by applicable law or as otherwise specified in this Agreement. It is your responsibility to extract your data from the Services prior to termination.

11. **AML and KYC Compliance Terms**. As a business utilizing our Services, you agree to adhere to Soap Payment's AML/KYC policies to prevent illegal activities and maintain a secure, compliant environment. As part of the AML/KYC measures, you must provide

accurate and up-to-date information, including business registration details and beneficial ownership information. Soap Payments reserves the right to request additional documentation for verification. Soap Payments monitors account activity for suspicious transactions and may request additional information for ongoing compliance. Your cooperation with all AML/KYC inquiries is required. Soap Payments utilizes automated systems to detect suspicious activities and will report such activities to authorities as legally obligated. A risk-based approach will be implemented with varying due diligence levels. Soap Payments reserves the right to suspend or terminate accounts for AML/KYC policy violations. Transactions may be delayed or declined if they trigger AML/KYC safeguards. Personal information will be handled according to our Privacy Policy and data protection laws. AML/KYC policies are subject to updates, and your agreement to revised terms is required. Failure to comply with AML/KYC policies may result in account suspension or termination.

Soap Payments may incorporate information about your transactions and activities, including any actions you take in response to suspected fraudulent activity, into its fraud prevention and risk management models. This information may be used to assess the risk associated with your account and to detect and prevent fraud.

12. **Indemnification**. Your business agrees to indemnify and hold harmless Soap Payments, its directors, officers, employees, and agents from all claims, disputes, liabilities, judgments, settlements, actions, debts, losses, costs, and fees, including reasonable legal fees, arising from: (A) your breach of these Terms; (B) misuse of your account or the Services; (C) violation of applicable laws; and/or (D) your negligence, misconduct, or illegal activity resulting in liability to us. Soap Payments will provide written notice of any claim subject to indemnification. You may control the defense and settlement of claims, but Soap Payments reserves the right to take control. You agree to cooperate fully and remain responsible for your indemnification obligations. Soap Payments may employ counsel at its own expense, with you bearing the expense if a conflict arises or if you do not assume control. Soap Payments will not settle any claim on your behalf without your consent.

13. **Licensing and Ownership**.

    A. **Business License**. Soap Payments grants your business a non-exclusive, limited, non-transferable, non-assignable, and non-sublicensable license to use our Services solely for accessing and utilizing the Services in accordance with these Terms, for the duration of your active account. You acknowledge that you are receiving licensed rights only and are prohibited from: (i) reverse engineering or attempting to create the source code of the Services; (ii) creating derivative works of the Services; (iii) using the Services except as explicitly provided in these Terms; or (iv) disabling or circumventing any access control measures. You are responsible for all use of the Services under your control.

    B. **Service Use**. Your business is granted a limited, non-exclusive, non-transferable, and revocable license to access and use the Services in accordance with these Terms. This license does not permit copying, modification, distribution, sale, or lease of any part of

our Services or software, nor reverse engineering, unless legally prohibited or with express written permission.

C. **Ownership**. Soap Payments retains exclusive ownership of all Services, Software, features, data, logos, symbols, trade dress, digital assets, and intellectual property. All rights not expressly granted are reserved. No right or license is granted to any intellectual property rights, and your use of our Services does not convey the right to combine them with other information or products.

D. **Feedback License**. You may provide Soap Payments with feedback, suggestions, or ideas regarding the Services. By submitting feedback, you grant Soap Payments a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and distribute your feedback for any purpose, without any obligation to you.

14. Disclaimers and Liability Limitations.

A. **Disclaimer of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SOAP PAYMENTS, ITS AFFILIATES, AND SERVICE PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, ATTORNEYS, OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA, OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES, APP, OR SOFTWARE, OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY. SOME JURISDICTIONS DO NOT ALLOW THIS LIMITATION, SO IT MAY NOT APPLY TO YOU.

B. **No Warranty**. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOAP PAYMENTS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOAP PAYMENTS DOES NOT WARRANT THAT ACCESS TO THE SERVICES, APP, OR SOFTWARE WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

C. **No Reliance**. EXCEPT FOR THE EXPRESS STATEMENTS IN THESE TERMS, YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING REGARDING THE SERVICES, SOFTWARE, OR APP. SOAP PAYMENTS WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RELATING TO: (a) ANY INACCURACY, DEFECT, OR OMISSION IN

DATA MADE AVAILABLE THROUGH THE SERVICES; (b) ANY ERROR OR DELAY IN DATA TRANSMISSION; OR (c) INTERRUPTION IN ANY DATA.

D. **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SOAP PAYMENTS' TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES IS LIMITED TO $250. SOAP PAYMENTS IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OR ANY SERVICES, INCLUDING THE APP.

E. **Release**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOURSELF AND YOUR AFFILIATES, RELEASE AND DISCHARGE SOAP PAYMENTS, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND SUCCESSORS (THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, RIGHTS, AND ACTIONS OF ANY KIND, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO: (i) DISPUTES WITH THIRD PARTIES; (ii) ERRORS, INACCURACIES, OR OMISSIONS IN CONTENT; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF SERVERS, SYSTEMS, OR DATA; (iv) SERVICE INTERRUPTIONS, DELAYS, OR FAILURES; (v) BUGS, VIRUSES, OR OTHER HARMFUL CODE; (vi) LOSS OR CORRUPTION OF DATA; AND (vii) THE CONDUCT OF OTHER USERS OR THIRD PARTIES.

THIS RELEASE DOES NOT APPLY TO, AND THE RELEASED PARTIES ARE NOT RELEASED FROM, ANY LIABILITY ARISING FROM THEIR OWN GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, OR ANY OTHER LIABILITY THAT MAY NOT BE LAWFULLY WAIVED OR LIMITED UNDER APPLICABLE LAW. THIS RELEASE IS SUBJECT TO, AND DOES NOT EXPAND, THE LIMITATIONS SET FORTH IN SECTION D (LIMITATION OF LIABILITY).

15. Timing of Claims, Resolving Disputes, Arbitration.

A. **Time Limitation for Claims**. Any claim related to the Services or these Terms must be filed within one year of the cause of action arising, or it is permanently barred.

B. **Mandatory Informal Resolution Process**. Before taking legal action against Soap Payments, you must participate in a 90-day informal resolution period. Within 30 days of the event giving rise to your claim, submit a detailed written notice to support@paywithsoap.com with:

- Full legal name of your company and account details
- A specific description of the issue
- Transaction IDs/dates
- The requested resolution

- A physical or digital signature

Soap Payments will schedule a video conference within 14 days of receiving your notice. All statutes of limitations are paused during this 90-day period. Failure to participate in good faith voids your right to pursue claims. If unresolved after 90 days, either party may proceed to arbitration.

C. **Binding Arbitration**. You agree to resolve disputes exclusively through binding arbitration, not in court. The Federal Arbitration Act governs this agreement. Arbitration will be conducted by JAMS, NAM, or AAA, with JAMS as the default. The arbitrator has exclusive authority to resolve disputes. All claims must be arbitrated individually. This agreement survives termination. Exceptions to arbitration include claims related to our IP rights and claims for equitable relief. You waive your right to a jury trial.

   Any arbitration commenced pursuant to this agreement shall take place in Cook County, Illinois before a single arbitrator. The parties agree to maintain the confidentiality of the arbitration process, including the existence of the arbitration, the details of the arbitration proceeding, the content of any hearings, and the arbitrator's decision. To the fullest extent permitted by applicable law, any dispute arising out of or relating to these Terms, whether pursued in arbitration or in a court of law, shall be conducted solely on an individual basis.

   You expressly waive any right to bring or participate in any class, consolidated, or representative action or proceeding.

D. **Jury Trial Waiver**. You waive all rights to sue in court and have a jury trial.

E. **No Limitation on Public Injunctive Relief**. These Terms do not limit the right to public injunctive relief.

F. **Choice of Law; Venue**. Illinois law governs these Terms. Arbitration shall take place in Cook County, Illinois.

16. Intellectual Property Usage.

Each party grants the other permission to use their trademarks (referred to as "Marks") worldwide, without exclusivity, and at no cost. This permission is limited to the duration of the agreement and cannot be transferred or sublicensed to others, except to affiliated companies.

The main purpose of this license is to allow each party to identify Soap Payments as a service provider. Soap Payments and its affiliates are specifically allowed to use the other party's Marks on their websites and apps that list Soap Payments' customers, in their sales and marketing materials, and for agreed-upon promotional activities. When using Soap Payments' Marks, the other party must follow our usage guidelines and any additional terms provided in writing. Importantly, any positive reputation or recognition (goodwill) generated from using these Marks belongs solely to the owner of the Mark.

17. Miscellaneous Provisions.

A. **Entire Agreement**. These Terms of Service form part of the agreement between Soap Payments and your business and are subject to any superseding terms contained in an executed Software Subscription Agreement or applicable Order Form. It is the intention of the parties that this agreement represents the final and complete integration of their understanding. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that you may use in connection with this Agreement will have any effect on the rights, duties, or obligations of the parties hereunder or serve to amend this Agreement. Our Privacy Policy, as updated from time to time, is expressly incorporated into these Terms of Service and governs our collection, use, and disclosure of your data.

B. **Severability**. If any provision of these Terms of Service is held to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the invalid, illegal, or unenforceable provision shall be severed from these Terms of Service, and the remaining provisions shall continue in full force and effect. The parties intend that this Agreement be construed in a manner that gives maximum effect to the valid and enforceable provisions, preserving the original intentions of the parties as closely as possible. The unenforceability or invalidity of any provision in a particular jurisdiction shall not affect the validity or enforceability of the remaining provisions or the validity or enforceability of such provision in any other jurisdiction.

C. **Notices.** Soap Payments may provide notices to your business, including legal notices and other communications regarding these Terms of Service or your use of the Services, via email to the primary email address associated with your account, or through a prominent posting on our website or within the Soap Payments platform. Notices sent by email will be deemed to have been received twenty-four (24) hours after the email is sent, unless the sending party is notified that the email address is invalid. Notices posted on our website will be deemed to have been received upon the first access of the website by your business following such posting. Your business is responsible for maintaining a current and accurate email address for notification purposes. Any notice to Soap Payments must be sent via certified mail to our registered legal address, with a copy sent via email to notices@paywithsoap.com. Notices to Soap Payments are deemed effective upon receipt.

D. **Assignment**. Soap Payments reserves the right to assign or transfer these Terms of Service, in whole or in part, to any affiliate, subsidiary, or successor in interest, or as part of a merger, acquisition, or sale of all or substantially all of its assets, without requiring your consent. Your business may not assign or transfer these Terms of Service, or any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Soap Payments, which consent may be withheld at Soap Payments' sole discretion. Any purported assignment or transfer in violation of this section shall be void and of no effect. Subject to the foregoing, these Terms of Service shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

E. **Audit Rights**. Soap Payments reserves the right to audit your security systems and practices if Soap Payments reasonably believes that a data compromise or security breach has occurred on your systems. You agree to cooperate with Soap Payments in any such audit and to provide Soap Payments with access to relevant information and systems.

F. **Privacy Policy**. Soap Payments is committed to protecting the privacy of your business and your customers or users. Our Privacy Policy, which details our practices regarding the collection, use, storage, and disclosure of data in connection with your use of the Services, is hereby incorporated by reference into these Terms of Service and forms an integral part hereof. We encourage you to carefully review our Privacy Policy to understand how we handle your information. Soap Payments may update or modify the Privacy Policy from time to time, material updates will be communicated via reasonable notice methods, and your continued use of the Services after any such changes constitutes your acceptance of the revised Privacy Policy. It is your responsibility to periodically review the Privacy Policy to stay informed of any updates.

G. **Legal Process**. Soap Payments may respond to and comply with any legal process, including but not limited to a writ of attachment, lien, levy, subpoena, warrant, or other legal order, that Soap Payments believes to be valid.

H. **Collection Costs**. You are liable for all reasonable costs Soap Payments incurs during the collection of any amounts you owe under this Agreement, in addition to the amounts you owe.

I. **Force Majeure**. Soap Payments will not be liable for any losses, damages, or costs you suffer, or delays in Soap Payments' performance or non-performance, to the extent caused by a Force Majeure Event, which means an event beyond Soap Payment's reasonable control, including but not limited to natural disasters, war, and government actions.

J. **Trade Control**. You must not use or otherwise export, re-export, or transfer Soap Payments services except as authorized by United States law.

K. **No Agency**. Nothing in this Agreement serves to establish a partnership, joint venture, or general agency relationship between Soap Payments and you.

L. **Electronic Communications**. By accepting this Agreement or using any Service, you consent to receive legal notices and other communications from Soap Payments electronically.

M. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles.

N. **Data Breach Notification**. You must notify Soap Payments immediately if you become aware of an unauthorized acquisition, modification, disclosure, access to, or loss of Personal Data on your systems.

O. **Assessed Fines**. You are responsible for all assessed fines, penalties, and fees imposed by Governmental Authorities or Financial Partners arising out of or relating to your use of the Services and must reimburse Soap Payments for its payment of such amounts, except to the extent such amounts result directly from Soap Payments' gross negligence or willful misconduct.

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