

Settle Short Form Fee Schedule

Monthly fee	Per purchase	ATM withdrawal	Cash reload
\$0	\$0	N/A	N/A
ATM Balance inquiry (in-network or out-of-network)			N/A
Customer service (automated or live agent)			\$0
Inactivity (after 12 months of not using your Settle digital card)			\$4.95/month
We charge two other types of fees.			
No overdraft/credit feature. Register your Settle digital card for FDIC insurance and other protections. For general information about prepaid accounts, visit cfpb.gov/prepaid . Find details and conditions for all fees and services at settletopay.com or call 855-966-0024. This Settle voucher is issued by Global Primex LLC.			

Settle Account Agreement

List of all fees for Settle.

All Fees	Amount	Details
Get started		
Settle digital card purchase	\$0	When you purchase a Settle digital card through the Settle mobile app, we do not charge an activation fee.
Settle printed voucher purchase	-	A SALES FEE APPLIES TO SETTLE PRINTED VOUCHERS PURCHASED FROM OUR RETAIL DISTRIBUTION PARTNERS AND MAY VARY DEPENDING ON THE PARTNER. HOWEVER, THE APPLICABLE SALES FEE IS ALWAYS PRINTED ON THE OUTSIDE OF THE VOUCHER PACKAGING AND IS VISIBLE TO YOU PRIOR TO PURCHASE.
Monthly usage		
Monthly fee	\$0	We have no monthly fees.
Spend money		
Per purchase fee	\$0	No fees for spending Settle.
Information		
Customer Support (automated)	\$0	No fees for calling support service
Customer Support (live agent)	\$0	No fees for calling our 24/7 live agent customer support
Other		
Inactivity	\$4.95	You will be charged \$4.95 each month after you have not completed a transaction using your Settle digital card for 12 months.
Reissue fee	\$0.50	If you use your Settle digital card and have a remaining balance, we will automatically issue you a new digital card with the remaining balance minus a fee of \$0.50.
Reactivation fee	\$1.00	If you do not use your Settle digital card before it expires and want us to reissue you a new card with your remaining balance, we will do so minus a fee of \$1.
Additional information:		
<p>All fees assessed by us are deducted from the available balance on your Settle digital card.</p> <p>NO REFUNDS FOR SETTLE DIGITAL CARDS PURCHASED WITH CRYPTOCURRENCY.</p> <p>There are no overdraft or credit features associated with the Settle digital card.</p> <p>There is no cash access available through the Settle digital card.</p> <p>Contact Customer Service by calling 855-966-0024, by mail at Global Primex, LLC, 520 Brickell Key Drive, Suite O-305, Miami, FL 33131 or by visiting https://settletopay.com</p> <p>Complete your Level 2 registration process with us for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Grand Ridge National Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Grand Ridge National Bank fails if specific deposit insurance requirements are met and your Settle digital card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.</p> <p>For general information about prepaid accounts, visit cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.</p>		

Settle Account Agreement

Last Updated: March 10, 2021

SETTLE ACCOUNT AGREEMENT

CUSTOMER SERVICE CONTACT INFORMATION:

Global Primex LLC, 520 Brickell Key Dr., Suite O-305, Miami, FL 33131

E-Mail: support@settletopay.com

Website: <https://settletopay.com> (the "Website")

Phone Number: 855-966-0024

IMPORTANT NOTICES:

A. Please read this Agreement carefully. It applies to a virtual prepaid access account ("Settle" or "Settle digital card") issued by Global Primex LLC ("Global Primex," "we," "our," or "us") to you ("You," "Your" or "User") that can be loaded with funds when You buy a Settle digital card or Settle voucher. If You do not agree to these terms and the policies and related documents referred to in this Agreement, do not use the Settle Account or purchase Settle digital cards.

B. This Agreement contains an Arbitration clause requiring all claims to be resolved by way of binding arbitration. See "Binding Individual Arbitration" below.

C. The complete list of all fees for this Settle Account, also known as the "Long Form Fee Schedule," is attached to this Agreement and is hereby incorporated into, and considered part of, this Agreement.

D. Not FDIC insured unless you follow the requirements set forth in the Agreement. See "About Your Settle Account and Settle digital card" below.

E. No overdraft/credit feature is provided with the Settle digital card.

F. For general information about prepaid accounts visit cfpb.gov/prepaid.

This Settle Account Agreement (this "**Agreement**") is a contract between You and Global Primex and applies to Your use of Global Primex's Settle services, including the account associated with the Settle digital card that a User creates by registering in our mobile application (the "**Settle Account**"), any Settle digital card and any other access devices that may be issued in connection with Your Settle Account to access Your funds through our mobile application (collectively, the "**Services**").

Your use of the Services means that You have read and agree with the terms and conditions in this Agreement, all Policies referred to in this Agreement, including the [Privacy Policy](#), the [Acceptable Use Policy](#), and the [Electronic Communications Policy](#)[DW1], and all other terms and conditions that we publish from time to time specific to the Services that You use (collectively, "**Additional Terms**"). If You do not agree to these terms and the published fees for the Services, do not use the Services. Please note: underlined words and phrases are links to other pages on the Website.

We may amend this Agreement, the Additional Terms and any of our Policies from time to time and the amended version will be effective as of the date of posting on our Website and/or mobile application, unless we tell You otherwise. By continuing to use our Services after any changes are effective, You agree to be bound by those changes. If You do not agree with any changes, you must close your Settle Account.

1. ABOUT YOUR SETTLE ACCOUNT AND SETTLE DIGITAL CARDS

The Settle Account is not an e-wallet, staged digital wallet, or financial account. It is a digital vault where we securely store your Settle digital cards and where you go to see the Settle digital cards you have purchased, purchase more Settle digital cards, contact customer service, and view your transaction history.

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Your Settle Account and Settle digital cards do not constitute a checking or savings account. Your Settle digital card is a prepaid access account and prepaid access device represented by a 13-20 digit number (the "**Virtual Card Number**") and an expiration date, rather than a physical card. Settle allows You to buy goods and services at any merchant where Settle is accepted (each, a "**Participating Merchant**"). When You use Settle, the legal effect will be the same as if You had used a physical card. Settle is intended for personal, family, or household use and not intended for business purposes. Settle is not a gift card, nor is it intended to be used for gifting purposes. Settle is not a credit card. Settle funds will be held at a depository institution in the U.S. where we hold accounts. Your funds are not protected by FDIC insurance until you are fully registered with us at Level 2 or above, so if the depository institution fails, You could lose some or all of Your money until that registration happens. You will not receive any interest on Settle funds. We may close Your Settle Account or refuse to process any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You are responsible for notifying us immediately upon any change to Your address, phone number, or email address. If Your address changes to a non-US address, we may cancel Your Settle Account and return funds to You in accordance with this Agreement.

2. OPENING YOUR SETTLE ACCOUNT

2.1 Important information for purchasing Settle and opening a Settle Account: To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires us to obtain, verify, and record information that identifies each person who purchases Settle above a certain amount.

2.2 What this means for You: When You purchase Settle or attempt to create a Settle Account, we will ask for Your name, physical address, Social Security Number or tax ID number, date of birth, and other information that will allow us to reasonably identify You and verify Your identity ("Registration"). We also may ask to see a copy of a non-expired government-issued identification document (such as a driver's license or passport) or other documents at any time. You authorize us, directly or through third parties, to make any inquiries we consider necessary or appropriate to validate Your Registration. This may include verifying the information You provide against third party databases. If we are not able to verify Your identity at the time that You request a Settle Account, we will not open a Settle Account for You.

2.3 Eligibility and Activation: To be eligible to use and activate the Settle Account, You represent and warrant to us that: (i) You are an individual who can form a legally binding contract under applicable law (at least 18 years of age or 21 years of age depending on the jurisdiction); (ii) the personal information that You have provided to us is true, correct and complete; (iii) You have read this Agreement and agree to be bound by and comply with its terms. Your Settle Account is considered active upon completion of Registration verification. Active Settle Accounts will be categorized into Levels (1, 2, 3, and 4) depending on the documentation provided and verifications we complete during Registration or as you use your Settle Account and purchase Settle. See "[Limitations on Frequency and Dollar Amount of Transactions](#)[DW2]" for more information on these Levels.

3. USING SETTLE

3.1 You can use Settle to: (1) make purchases of goods and services from Participating Merchants, and (2) make other payment transactions that we permit from time to time. Limits on the availability of these features can be found in the "Limits" table below. Some Services may require You to agree to Additional Terms and sign-up for the Service. When you do, those Additional Terms will become a part of this Agreement and will be incorporated herein by reference. This Agreement and Additional Terms for all of Global Primex's Services are posted on our [Website](#)[DW3].

3.2 You CANNOT use Settle to: (i) perform any illegal transactions; (ii) purchase goods or services from anyone other than a Participating Merchant; or (iii) exceed the available funds credited to Your Settle digital card through an individual transaction or a series of transactions. Nevertheless, if You use Settle for a transaction that exceeds the balance of the funds credited to Your Settle digital card, You will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. If Your Settle Account shows a negative balance, any future purchases of Settle will be used to offset the negative balance.

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3.3 Buying Settle: You may buy Settle using approved cryptocurrencies and ACH or wire transfer from your bank. You may also buy printed Settle vouchers ("Settle vouchers") at any of our participating retail distribution partners ("Distributor"). Once a Settle voucher is scanned into Your Settle mobile app, Your Settle digital card is ready to use. See the Limits table below for limitations on amount and frequency for different load methods and the "Long Form Fee Schedule" attached to this Agreement for the fees that apply to different funding sources. We will reject any purchases of Settle if the total load would exceed the maximum balance allowed on Your Registration profile. Each Settle purchase request is Your valid authorization for us to deduct the amount specified in Your request directly from the designated source of funding that You identified in Your request. The amount to be withdrawn will be displayed and authorized by You prior to the completion of the withdrawal transaction. This transaction may be re-presented to the financial institution either electronically or by paper. We reserve the right to cancel any orders for Settle that we regard as suspicious or fraudulent.

Funds credited to Your Settle digital card(s) will be deposited with one of our authorized depositories. You agree to meet identification requirements, such as name, physical address, date of birth and taxpayer identification number, to complete load transactions as may be required from time to time. We may place restrictions on payment transactions that You can make using Settle until we can verify the accuracy of required identifying information related to the funding on loads.

3.4 Linking and Unlinking a Financial Account to Your Settle Account: You can link or unlink a verified financial account (a "**linked financial account**") such as a bank account or cryptocurrency wallet or cryptocurrency exchange account to Your Settle Account to buy Settle. Please keep Your linked financial account information (e.g. account number, bank routing number, public addresses) that You have on file with us current. If this information changes, we may update it using information and third-party sources available to us without any action on Your part. If You do not want us to update the information that You have on file with us, You may remove Your linked financial accounts from Your Settle Account. You authorize us to charge any linked financial account for the amount of any Settle purchase you make through the mobile app.

3.5 Using Settle to Purchase Goods. You can use Settle to purchase goods and services by scanning the QR code in your Settle mobile app at a Participating Merchant. Every purchase at a Participating Merchant is subject to the Participating Merchant's own terms and conditions, including policies setting out the Participating Merchant's terms and conditions for return of goods and refund of the purchase price. Be sure that You understand the Participating Merchant's terms, conditions, and policies, before You make a purchase using Settle at that Participating Merchant.

3.6 Expiration. Each Settle digital card expires 60 days after the date of purchase. Bundled Settle digital cards expire 60 days from bundle creation. When the Settle digital card expires, You will no longer be able to use it to purchase goods or services. If Your Settle digital card has a balance when it expires, You may request a new digital card from us and we will issue a new digital card to You in the amount of the remaining balance for the Reactivation fee set forth in the Long Form Fee Schedule above.

3.7 Refunds. Except as set forth below, we will refund any unused Settle digital card and the funds on your Settle digital card will be refunded to the payment instrument You originally used to purchase the Settle digital card; provided, however that if we are unable to refund the remaining balance to that original payment instrument, then we will attempt to refund the remaining balance to you in accordance with our Escheatment Policy and applicable law. **THE FOLLOWING ARE NOT ELIGIBLE FOR REFUNDS AND ALL SALES ARE FINAL:** (a) Settle digital cards purchased with cryptocurrency through the Settle mobile app, and (b) Settle vouchers purchased from a Distributor.

3.8 Partial Use/Bundled digital cards: When You attempt to pay a Participating Merchant with Settle where the purchase price is less than the total amount remaining on your Settle digital card, we will cancel the partially used digital card and issue You a new one in an amount equal to the balance remaining on the first digital card after the transaction in which the digital card was only partially used^[DW4], minus the Reissuing fee set forth above. You also may request that we issue a bundled Settle digital card representing the combined balance remaining on two or more of Your issued, non-expired, Settle digital card (a "Bundled digital card") in exchange for cancellation of the individual Settle digital cards. There is no fee for a Bundled digital card.

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3.9 Limitations on Frequency and Dollar Amount of Transactions:

We will establish purchasing limits for Your Settle Account and associated Settle digital cards based on the identity verification and authentication information that You provide to us and our ability to fully validate that information. We may complete additional verifications as you use Settle, and will increase Your purchasing and spending limits at our sole discretion. We may require additional identification verification documents at any time. Limitations are provided below:

Purchasing Limits	
LEVEL 1	
Full legal name, verified phone number, date of birth, and verified email address	
Total annual purchases of Settle	\$500/year or 1 purchase/year
LEVEL 2	
Documentation Required: Level 1 information, plus unexpired government-issued photo ID, Social Security Number, physical residential address (not a P.O. Box), citizenship country, and a “selfie” we will use to match against your government ID. We may also use third parties to help verify your identity. Non-U.S. persons will be also required to provide one or more of the following: a taxpayer identification number; passport number and country of issuance; alien identification card number; or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph.	
Maximum Settle Account Balance at any time	\$5,000
Total annual purchases of Settle	\$5,000
LEVEL 3	
Documentation Required: Level 2 documentation + proof of verified US address and proof of citizenship.	
Maximum Settle Balance at any time	\$25,000
Total annual purchases of Settle	\$25,000
Maximum amount of each individual Settle digital card purchased	\$5,000
LEVEL 4	
Documentation Required: Level 3 documentation + additional customized identification authorization which may include, but not be limited to, any of the following: payment reconciliation acknowledgement, bank statements, personal phone call, reference letter, and/or knowledge-based questions.	
Maximum Settle Account Balance at any time	\$100,000

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Total annual purchases of Settle	Purchases over \$100,000 may subject to additional information requests
Maximum amount of each individual Settle digital card purchased	\$5,000

3.10 Split Transactions: If You do not have enough funds available to make a purchase at a Participating Merchant, You may be able to instruct the Participating Merchant to charge a part of the purchase to Settle and pay the remaining amount with another form of payment. These are called “split transactions.” Whether You can perform a split transaction using Settle is up to the Participating Merchant.

4. LOST OR STOLEN CREDENTIALS/UNAUTHORIZED TRANSFERS

4.1 General: An “unauthorized transfer” out of Your Settle Account occurs when a transfer is made without Your knowledge, authorization or permission and that did not benefit You. For example, if someone steals Your Settle Account password or login credentials and Your Settle Virtual Card Number, uses the account password and login credentials to access Your Settle Account and makes a purchase at a Participating Merchant using Your Settle digital card, or sends a payment from Your Settle Account, an unauthorized transfer has occurred. If You give someone access to Your Settle Account login information and they use Your Settle Account without Your knowledge or permission, their transactions are not “unauthorized transfers.” Similarly, if you give someone access to Your Settle Virtual Card Number and other information and they use Your Settle digital card without Your knowledge or permission, their transactions are not “unauthorized transfers.” You are responsible for transactions made in these situations.

It is Your responsibility to keep Your Settle Account password and login information and Your Settle Virtual Card Numbers safe, secure and secret from other people at all times. Settle purchase receipts with Virtual Card Number information are sent to the e-mail address that You have on file with us. Therefore, You also must keep Your e-mail account secure and restrict other persons from accessing Your e-mail. You acknowledge that Global Primex is not obligated to verify that the person presenting a Settle digital card is the Holder of the Settle digital card and authorized to use it.

4.2 Contact in Event of Unauthorized Transfer or Lost/Stolen Credentials: Tell us AT ONCE if You believe Your login credentials for Your Settle Account, Virtual Card Number, or other account information has been lost or stolen, or that an electronic funds transfer through Your Settle Account has been made without Your permission, or that a purchase with Your Settle digital card has been made without Your permission. Calling Customer Service at 855-966-0024 is the best way of keeping Your possible losses down. You could lose all the money credited to Your Settle digital card(s).

4.3 Your Liability for Unauthorized Transfers: If You tell us within 2 Business Days after You learn of the loss or theft of Your login credentials for Your Settle Account, or Your Virtual Card Number or other account information, You can lose no more than \$50 if someone used Your Settle Account or Settle digital card without Your permission. If You do NOT tell us within 2 Business Days after You learn of the loss or theft of Your login credentials for Your Settle Account, or Your Virtual Card Number or other account information, and we can prove we could have stopped someone from using Your Settle Account and/or Your Virtual Card Number, as applicable, without Your permission if You had told us, You could lose as much as \$500.

WE MUST ALLOW YOU TO REPORT AN ERROR OR UNAUTHORIZED TRANSFER FROM YOUR SETTLE ACCOUNT UNTIL 60 DAYS AFTER THE EARLIER OF THE DATE (i) YOU ELECTRONICALLY ACCESSED YOUR SETTLE ACCOUNT BY USING SETTLE OR OTHERWISE (IF THE UNAUTHORIZED TRANSFER COULD BE VIEWED IN YOUR ELECTRONIC HISTORY), OR (ii) WE SENT THE FIRST WRITTEN HISTORY ON WHICH THE UNAUTHORIZED TRANSFER APPEARED. IF YOU DO NOT TELL US WITHIN THIS TIME PERIOD, YOU MAY NOT GET BACK ANY MONEY YOU LOST AFTER THE 60 DAYS IF WE CAN PROVE THAT WE COULD HAVE STOPPED SOMEONE FROM TAKING THE MONEY IF YOU HAD NOTIFIED US IN TIME. IF A GOOD REASON (SUCH AS A LONG TRIP OR A HOSPITAL

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STAY) KEPT YOU FROM TELLING US, WE WILL EXTEND THE TIME PERIODS FOR A REASONABLE PERIOD.

We may, at our discretion, investigate a notice of error or unauthorized transfer from Your Settle Account that is provided up to 120 days from the date that the transaction in question was posted to Your Settle Account (as evidenced by e-mail receipt of the transaction or Your electronic account history of transactions).

4.4 Contact: If You believe Your login credentials for Your Settle Account, Virtual Card Number, or other account information has been lost or stolen, or that an electronic funds transfer out of Your Settle Account has been made without Your permission, or that a purchase using Your Settle digital card has been made without Your permission, call Global Primex Customer Service at 855-966-0024 or write Global Primex, LLC, attention: Customer Service, at 520 Brickell Key Dr., Suite O-305, Miami, FL 33131.

4.5 Business Days: For purposes of this Agreement, our "Business Days" are Monday through Friday, excluding Federal holidays. Customer Service hours may differ.

5. INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS AND ASK FOR INFORMATION

5.1. Covered Errors and Inquiries: An "Error" covered by this Section includes the following types of mistakes and inquiries:

- i. When money is either incorrectly taken from the payment credentials tied to Your Settle Account or incorrectly credited to the payment credentials tied to Your Settle Account, or when a transaction made with Your Settle digital card is incorrectly recorded in Your Settle Account.
- ii. A transaction made with Your Settle digital card is missing from or not properly identified in account records related to Your Settle Account.
- iii. We make a computational or mathematical error related to the value of the Settle digital cards in Your Settle Account.
- iv. You request receipts or history of account transaction documents that we are required to provide to You.
- v. You request additional information or clarification concerning a transfer to or from the payment credentials tied to Your Settle Account, including a request You make to determine whether an error has occurred.
- vi. You inquire about the status of a pending transfer to or from the payment credentials tied to Your Settle Account.

What is not considered an "Error"

The following are NOT considered "Errors" or Inquiries covered by this Section:

- i. If You give someone access to Your Settle Account (for example, by giving them Your password or other login information) and they use Your Settle Account without Your knowledge or permission. You are responsible for transactions made in this situation.
- ii. If You give someone access to Your Settle digital card (for example, by giving them Your Virtual Card Number or other information) and they use Your Settle digital card without Your knowledge or permission. You are responsible for transactions made in this situation.
- iii. Routine inquiries about the balance of any Settle digital card held in Your Settle Account.
- iv. Requests for duplicate documentation or other information for tax or other record keeping purposes.

5.2. In Case of Errors or Questions about Your Settle Account: Call Global Primex Customer Service at 855-966-0024 or write to us at Global Primex, LLC, Attention Customer Service, 520 Brickell Key Dr., Suite O-305, Miami, FL 33131 or email us at support@settletopay.com as soon as You can, if You think an Error (as defined in paragraph 5 (a)) has occurred. We must allow You to report an Error until 60

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days after the earlier of the date You electronically access Your Settle Account, if the Error could be viewed in Your electronic history, or the date we sent the FIRST written history on which the Error appeared. In any case, we may limit our investigation of alleged Errors to those that You report to us within 120 days after the transaction was posted to Your Settle Account. You may request a written history of Your transactions at any time by calling Global Primex Customer Service at 855-966-0024 or writing to us at Global Primex, LLC, attention: Customer Service, 520 Brickell Key Dr., Suite O-305, Miami, FL 33131. You will need to tell us: (1) Your name and Settle Account number, (2) why You believe there is an Error, and the dollar amount involved, and (3) approximately when the Error took place.

If You tell us orally, we may require that You send us Your complaint or question in writing within 10 business days.

We will determine whether an Error occurred within 10 Business Days after we hear from You and will correct any Error promptly. If we need more time, however, we may take up to 45 days to investigate Your complaint or question. If we decide to do this, we will provisionally credit Your Settle digital card within 10 Business Days for the amount You think is in Error, so that You will have the money during the time it takes us to complete our investigation. If we ask You to put Your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit Your Settle Account.

For Errors involving transactions to Settle digital cards held in Your Settle Account within 30 days after the Settle digital card is first loaded with funds ("new accounts"), or foreign-initiated transactions, we may take up to 90 days to investigate Your complaint or question. For new accounts, we may take up to 20 Business Days to provisionally credit Your Settle Account for the amount You think is in Error.

We will tell You the results within 3 Business Days after completing our investigation. If we decide that there was no Error, we will send You a written explanation. You may ask for copies of the documents that we used in our investigation. If You need more information about our error-resolution procedures, call Customer Service at 855-966-0024.

6. CONFIDENTIALITY Your trust is important to us and we are committed to protecting the privacy and security of Your personal information and transaction information about where You use Settle and what You purchase. Please see our [Privacy Policy \[DW5\]](#) for information about how we collect, use, process, and in limited circumstances, may disclose Your personal information. Please note that we may disclose information to third parties about Your Settle Account or the Settle transactions that You make: (i) Where it is necessary for completing transactions; (ii) In order to verify the existence and condition of Your Settle Account or Settle digital card for a third party, such as a Participating Merchant; (iii) In order to comply with government agency or court orders, or other legal requirements; (iv) If You give us Your written permission; (v) To our auditors, affiliates, service providers, or attorneys as needed; or (vi) As otherwise necessary to fulfill our obligations under this Agreement.

7. DOCUMENTATION

7.1 Receipts: We will send a receipt to the e-mail address that you have on file with us whenever You purchase a Settle Digital Card from the Website. We will also send you an email confirmation whenever you use Settle to make a purchase from a Participating Merchant. You may need a receipt in order to verify a transaction with us or the Participating Merchant.

7.2 Account History and Balance Information: You may obtain information about Your Settle Account balance by calling Customer Service at 855-966-0024. This information, along with a 12-month history of Your Settle Account and Settle transactions, is also available in the mobile app. You also have the right to obtain at least 24 months of written history of Your Settle Account and Settle transactions by calling Customer Service at 855-966-0024 or by writing to us at Global Primex, LLC, Attention: Customer Service, 520 Brickell Key Dr., Suite O-305, Miami, FL 33131.

8. TRANSACTIONS MADE WITH SETTLE

8.1 Returns and Refunds: We are not responsible for the quality, safety, legality, or any other aspect of any goods or services You purchase with Settle. If You have purchased goods or services with Settle and are entitled to a refund for any reason, the return of goods and refund will be handled by us in

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coordination with the Participating Merchant. Return of goods is subject to the Participating Merchant's policies. We will issue you a new Settle digital card in the amount of the return following Your return of goods to the Participating Merchant and the Participating Merchant's posting of the refund to our system. However, please note that we have no control over when a Participating Merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

Refunds of the unused portions of unexpired Settle digital cards will only be provided to the verified holder of the digital card and to the payment method used for purchase. We reserve the right to decline a refund request if You cannot prove that You are the Holder of the Settle digital card. You should retain proof of purchase, including the original receipt or Your Virtual Card Number in electronic form, as transmitted to You when the digital card was issued.

8.2 Our liability for failure to complete transactions: If we do not complete a purchase transaction that You authorize with a Participating Merchant using Settle in the correct amount according to our Agreement with You, we will be liable for Your direct financial loss directly caused by us. However, there are some exceptions. We will not be liable, for instance: (i) If, through no fault of ours, You do not have enough funds available in Your Settle Account/Settle digital card to complete the transaction; (ii) If a Participating Merchant refuses to accept Your Settle digital card; (iii) If we have temporarily or permanently invalidated Your Settle digital card due to reasonable suspicion of unauthorized use for trade purposes or suspicious activity related to fraudulent or illegal use; (iv) our Settle system is temporarily unavailable due to periodic maintenance or upgrade; (v) If access to Your Settle Account and/or Your Settle digital card has been blocked after You reported the login credentials for Your Settle Account or Virtual Card Number has been lost or stolen or there has been other unauthorized access reported; (vi) If there is a hold or Your funds are subject to legal process or other encumbrance restricting their use; (vii) If we have reason to believe the requested transaction is unauthorized; (viii) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or (ix) For any other exception stated in our Agreement with You. In no event shall we be responsible for indirect, special, consequential, or third party damages.

8.3 Authorization Holds: With certain types of purchases the Participating Merchant place a "hold" on Your available funds until the Participating Merchant sends us the final payment amount of Your purchase. If You authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

9. COMMUNICATIONS

9.1 General:

(i) You agree that we, and our affiliates, agents, and contractors may listen to, monitor, and record telephone calls between You and us or them without additional notice to You.

(ii) You further agree that, if we need to contact You to service your Settle Account, Settle digital card, or to collect amounts you owe to us, You authorize us, and our affiliates, agents and contractors, to contact You at any number (A) You have provided to us, (B) from which You called us, or (C) which we have obtained and believe we can reach You at. You agree that we may contact You in any way, such as calling, texting or email; we may contact You using an automated dialer or using pre-recorded messages; we may contact You on a mobile, wireless, or similar device, even if You are charged for it by Your provider. If You provide us with Your mobile or wireless phone number, You agree that we or our affiliates or contractors may contact You at that number or numbers using an automated dialer or using pre-recorded messages to service Your Settle Account, Settle digital card or other Services, investigate or prevent fraud, or collect a debt.

(iii) You also agree that we, and our affiliates, agents and contractors, may use other medium, as permitted by law and including, but not limited to, mail and email, to contact You about Your Settle Account, Settle digital card or the Services.

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9.2 Text Messages: By requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, or otherwise consenting to receive one or more text messages ("Opting In") or using a Service in which Global Primex sends (or indicates that it may send, or receives a request that it send) one or more text messages ("Text Message Service"), You accept these terms for text messaging ("SMS Terms"). Message and data rates may apply.

Global Primex will use reasonable commercial efforts to deliver the automated marketing text messages to the number you provide through compatible wireless carriers. Carriers and Global Primex are not liable for delayed or undelivered messages. The short code we use for some Text Message Services may not be supported on all U.S. carriers.

Opting In

By Opting In to a Text Message Service:

- You expressly authorize Global Primex to use autodialer or non-autodialer technology to send text messages to the cell phone number associated with Your Opt-In (i.e., the number listed on the Opt-In form or instructions, or, if none, the number on file for Your Settle Account). You also authorize Global Primex to include marketing content in any such messages. You do not have to Opt In or agree to Opt In as a condition of purchase.
- You confirm that You are the subscriber to the relevant phone number or that You are the customary user of that number on a family or business plan and that You are authorized to Opt In.
- You consent to the use of an electronic record to document Your Opt-In. To withdraw that consent, update our records with Your contact information, please visit Your Settle Account Notifications settings or contact Customer Support using the information provided at Contact Us Section below. If You withdraw Your consent, certain features of our Services may not be available to You.
- These SMS Terms still will apply if You withdraw the consent mentioned above or opt out of the Text Message Service.

About the Text Message Services and Opting Out

Global Primex may terminate any Text Message Service or Your participation in it at any time with or without notice, including, for example, before You have received any or all messages that You otherwise would have received, but these SMS Terms still will apply. Text STOP to any promotional message to Opt Out or, if applicable, update Your "Notification" settings on Your Settle Account.

For additional help, text HELP in response to a marketing message or contact Customer Service.

9.3 Electronic Communications: You agree that this Agreement constitutes "a writing signed by You" under any applicable law or regulation. To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding Your Settle Account, Settle digital card and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from us in electronic form as described in our [Electronic Communications Policy and E-Sign Consent](#)[DW6]. Acceptance of this Agreement also serves as Your agreement to our Electronic Communications Policy and E-Sign Consent. Electronic Communications may be posted on the pages within the Global Primex website and/or delivered to your e-mail address.

9.4 Notices: Except as explicitly stated otherwise, any notices by You to us shall be given by postal mail to Global Primex, LLC, Attention: Customer Service, 520 Brickell Key Dr., Suite O-305, Miami, FL 33131. Notices shall be deemed received by us three (3) Business Days after You mail it. We may communicate with You about Your Settle Account, Settle digital card and the Services electronically as described in our [Electronic Communications Policy and E-Sign Consent](#)[DW7]. You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to our website or email it to You. Alternatively, we may give You notice by mail to the address that You provided to us when you opened and registered Your Settle Account (or an updated postal address, if You

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provide one to us). In such case, notice shall be deemed given three (3) Business Days after the date of mailing.

10. ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT

10.1 Authorized Users: You are not permitted to transfer Your Settle digital card to another person or to give another person permission to use Your Settle Account or Settle digital card. If You allow another person to use Your Settle Account and/or Settle digital card, You will be responsible under this Agreement for all transactions made by that person, regardless of whether You intended to be responsible for all of them, as well as all associated fees and charges, even if any of those transactions, fees or charges caused Your balance to go negative.

10.2 Account Closure: You may close Your Settle Account at any time by contacting Customer Service using the contact information at the beginning of this Agreement. Your request for Settle Account closure will not affect any of our rights or Your obligations arising under this Agreement prior to the request. Should Your Settle Account be closed, we will issue You a credit for any unpaid balances, subject to our right to continue to hold funds for a period of time to protect against the risk of withdrawals, reversals or other liabilities and risks. We reserve the right to close Your Settle Account should You complete or attempt to complete any of transactions prohibited by law, our Policies or this Agreement.

If an investigation is pending at the time You request closure of Your Settle Account, we may continue to hold Your funds for up to 180 days to protect against the risk of reversals or other liabilities and risks. If You are later determined to be entitled to some or all of the funds in dispute, we will release those funds to You.

10.3 Dormant Accounts: If You do not log in to Your Settle Account or make a purchase using Settle for two or more years, Global Primex may close Your Settle Account and terminate any outstanding Settle digital cards and send any remaining balance credited to Your account to the primary address that we have on file for You, or, if required by law, escheat (send) the balance to Your state of residency. We will follow applicable law regarding abandoned accounts and the escheat process, including making reasonable efforts to contact You prior to escheating funds to the applicable state. If You would like to claim any escheated funds from the applicable state, contact the applicable state's unclaimed property administrator. We may also charge you an inactivity fee beginning after 12 months of dormancy or inactivity as set forth in the fee schedule of this Agreement.

10.4 Your Information and Restricted Activities:

"Your Information" means any information that You provide to us or other Users in the registration, payment process, or other features of our Service. You are solely responsible for the truth and accuracy of Your Information.

Restricted Activities: Your Information and Your activities (including your payments and receipt of payments) through our Service shall not:

- (i) be false, inaccurate or misleading
- (ii) be fraudulent or involve the sale of counterfeit or stolen items
- (iii) violate Global Primex's [Acceptable Use Policy](#)[DW8]
- (iv) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy
- (v) violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, anti-discrimination, or false advertising)
- (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing
- (vii) be obscene or contain child pornography

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(viii) contain any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information

(ix) create liability for us or cause us to lose (in whole or in part) the services of our ISP's or other suppliers.

If we believe that You have engaged in any of these activities, or if You use, or attempt to use Your Settle Account, Settle digital card or the Services for purposes other than transactions permitted under this Agreement and the Additional Terms, including but not limited to tampering, hacking, modifying, reverse engineering, decompiling, or otherwise corrupting the security or functionality of the Services, we may take a number of actions to protect Global Primex, its customers and others in our sole discretion. These actions may include: closing or suspending Your Settle Account and Settle digital cards and you will be subject to payment of all damages, including attorneys' fees and other penalties suffered by Global Primex or third parties as a result of Your acts, and You may face criminal prosecution where available; withholding the balance credited to Your Settle Account; and exercising any other remedies provided for in this Agreement, any Additional Terms, or otherwise permitted by law.

10.5 Trademarks: Settle, and all related logos, products and Services described in this website are either trademarks or registered trademarks of Global Primex, LLC, or its affiliate, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Global Primex. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Global Primex and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Global Primex.

10.6 Privacy: Protecting Your privacy is very important to us. Please review our [Privacy Policy \[DW9\]](#) in order to better understand our commitment to maintaining Your privacy, as well as our collection, use and disclosure of Your information, and Your related rights.

11. OTHER LEGAL TERMS

11.1 English Language Controls: Translations of this Agreement, any of our Policies and/or Additional Terms, that may have been provided are for Your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

11.2 Assignability: You may not assign or transfer Your Settle Account, Your Settle digital cards, or Your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in Your Settle Account. If we assign our rights, You will get a notification from us.

11.3 Legal Process: Regardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be valid relating to You or Your Settle Account or Your Settle digital card. You agree that we will have no liability to You for honoring any such legal process. You also agree that we will have no obligation to assert on Your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We may refuse to permit withdrawals or transfers from Your Settle digital card(s) until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation You may have incurred. We may deduct such expenses from Your Settle digital card(s) or any other account You may have with us without prior notice to You, or we may bill You directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds credited to Your Settle Account, we may remove the funds from the account and maintain them separately.

11.4 Release: In the event that You have a dispute with one or more Participating Merchants, You release and indemnify and hold harmless Global Primex (and our officers, directors, agents, subsidiaries, joint ventures and employees) 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.

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11.5 No Warranty: WE, OUR PARENT, AFFILIATES, AGENTS, CONTRACTORS, OFFICERS, DIRECTORS, AND EMPLOYEES PROVIDE THE SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR PARENT, AFFILIATES, AGENTS, CONTRACTORS, DIRECTORS, AND EMPLOYEES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Global Primex shall make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, and the issuance and use of Settle are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing an electronic payment transaction. The Services are largely dependent upon many factors outside of our control, such as for example, delays in the banking system.

11.6 Limitation of Liability: IN NO EVENT SHALL WE, OUR PARENT, AFFILIATES, AGENTS, CONTRACTORS, OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR SETTLE ACCOUNT, SETTLE DIGITAL CARDS, OUR WEBSITE, THE SERVICES, THIS AGREEMENT OR ANY ADDITIONAL TERMS (HOWEVER ARISING, INCLUDING NEGLIGENCE). OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, AFFILIATES, AGENTS, CONTRACTORS, OFFICERS, DIRECTORS, AND EMPLOYEES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT AND PROVEN DAMAGES.

12. INDEMNIFICATION

You agree to indemnify and hold Global Primex, its parent, affiliates, agents, contractors, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of actions related to Your Settle Account, Your Settle digital cards, our Website, mobile apps, and Your use of the Services and any breach by You of this Agreement, any of our Policies, or any Additional Terms or any documents incorporated herein by reference, or your violation of any law or the rights of a third party relating to Your use of Your Settle Account, Settle digital cards, or the Services.

13. REMEDIES AND GLOBAL PRIMEX'S RIGHT TO COLLECT FROM YOU

13.1 Without limiting other remedies we may have at law or in equity, we may update inaccurate or incorrect information You provide to us, place a hold on funds held in your Settle Account and suspend Your right to make purchases with Settle, limit funding sources and payments, limit withdrawals, indefinitely suspend or close Your Settle Account and terminate Your Settle digital cards and refuse to provide our Services to You if:

- a. You breach this Agreement, any applicable Additional Terms or Policies, or documents incorporated herein by reference;
- b. we are unable to verify or authenticate any information You provide to us;
- c. we believe that Your Settle Account, Settle digital card, or activities pose a significant credit or fraud risk to us or others;
- d. we believe that Your actions or transactions in Your Settle Account, or purchases made with Settle, may cause financial loss or legal liability for You, our users or us;
- e. we suspect someone could be using Your Settle Account or Settle digital card without Your knowledge;
- f. Your use of Your Settle Account or a Settle digital card is deemed by Global Primex, a payment card network, payment processor, acquiring bank, or ACH processors to constitute abuse of applicable rules or policies or a violation of applicable laws or regulations; or
- g. Your account activity is otherwise limited due to applicable laws or regulations.

13.2 In addition, Global Primex reserves the right to hold funds beyond the normal distribution periods for transactions it deems suspicious or for Settle Accounts through which high transaction volumes are conducted to ensure integrity of the funds. Additionally, to secure your performance of this Agreement and all obligations owed by you to Global Primex, you grant to Global Primex a lien on and security interest in

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Your Settle Account and Settle digital cards and all funds credited to Your Settle digital cards. In addition, You acknowledge that Global Primex may setoff amounts owed to You against any obligation You owe Global Primex at any time and for any reason. These obligations include both debts You owe individually or together with someone else. Global Primex may consider this Agreement as Your consent to Global Primex's right to assert its security interest or exercise its right of setoff should any law require Your consent. The rights described in this section are in addition to and apart from any other rights and remedies Global Primex may have.

14. SEVERABILITY; NO WAIVER

In the event that any part of this Agreement or any applicable Additional Terms or Policies are declared to be void or unenforceable, such provisions shall be modified and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. No delay or forbearance in the strict observance of performance of any provisions of this Agreement, or any applicable Additional Terms or Policies, nor any failure to exercise a right or remedy hereunder or thereunder, shall be construed as a waiver of such performance, right, or remedy as the case may be. Neither this Agreement, nor the Additional Terms or Policies shall be deemed to limit any rights that we may have under trade secret, copyright, patent, or other laws.

15. COMPLETE AGREEMENT; CONFLICTS

This Agreement, and any applicable Additional Terms or Policies, are a complete statement of the agreement between You and us regarding Your use of Your Settle Account, Settle digital cards, and the Services. In the event of a conflict between this Agreement and the provision of any applicable Additional Terms or Policies, the provisions of this Agreement will prevail and control.

16. ARBITRATION AND JURY TRIAL WAIVER

16.1 Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Settle Account; iii) your acquisition of the Settle Account; iv) your use of the Settle Account or Settle; v) the amount of available funds as shown in the Settle Account; vi) advertisements, promotions or oral or written statements related to the Settle Account or Settle, as well as goods or services purchased with Settle; vii) the benefits and services related to the Settle Account; or viii) transactions on the Settle Account and Settle, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.

16.2 ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

16.3 For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. While an arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. An Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. Judgment on the arbitration award may be entered in any court having jurisdiction. For purposes of this arbitration provision, references to You and us also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services. Subject to and without waiver of the arbitration provisions above, You agree that any judicial proceedings will be brought in, and You hereby consent to the exclusive jurisdiction and venue in, state or federal court in Miami-Dade County, Florida.

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16.4 NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

16.5 This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of the Settle Account, or any amounts owed on the Settle Account, to any other person or entity; or iv) expiration of the Settle Account or any Settle digital card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

16.6 IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE SETTLE ACCOUNT OR SETTLE. SAVE YOUR RECEIPT AND CALL 855-966-0024 TO CANCEL THE SETTLE ACCOUNT AND SETTLE DIGITAL CARD AND TO REQUEST A REFUND.

16.7 **Limitation on Time to Initiate a Dispute:** Any action or proceeding by You relating to any Dispute must commence within one year after the cause of action accrues.

17. GOVERNING LAW

This Agreement and any Additional Terms and any Dispute will be governed by Florida law and/or applicable U.S. federal law (including the Federal Arbitration Act), without regard to its choice of law or conflicts of law principles.

18. STATE DISCLOSURES

Residents of certain jurisdictions may also consider the following:

California. If you have complaints or other concerns with respect to any aspect of the money transmission activities conducted with Global Primex, you may contact the California Department of Financial Protection and Innovation at its toll-free telephone number, 1-866-275-2677, by email at ASK.dfpi@dfpi.ca.gov, by mail at Department of Financial Protection and Innovation, Citizen's Complaint, 2101 Arena Boulevard, Sacramento, CA 95834, or online at <https://docqnet.dfpi.ca.gov/complaint/>.

Florida. Florida residents may contact the Florida Department of Financial Services in writing at 200 East Gaines Street, Tallahassee, Florida, 32399, or by telephone at 1-800-342-2762.

Illinois. If you have complaints or other concerns with respect to any aspect of the money transmission activities conducted with Global Primex, you may contact the Illinois Department of Financial and Professional Regulation toll free at 1-888-473-4858.