



E-sign disclosure

Electronic Signatures in Global and National Commerce Act ("E-SIGN") Disclosure

By clicking "Agree", I have read the E-SIGN Disclosure and consent to electronic delivery of communications.

We suggest you read this document carefully and print a copy for your reference.

This E-SIGN Disclosure ("Disclosure") applies to the Merchant Funding Agreement ("Agreement") between you and us and any and all communications or disclosures ("Communications") that we are legally required to provide to you in writing in connection with the Agreement, your MO Technologies Mobile App / Web Portal account ("Account"), and any related products and services we are to provide to you under the terms of the Agreement. This Disclosure supplements and is to be construed in accordance with the terms contained in the Agreement related to your Account. The words "we," "us," and "our" refer to MO Technologies USA LLC, a Florida limited liability company, and the words "you" and "your" mean you, the Merchant who owns the Account.

Scope of Communications to Be Provided in Electronic Form. By consenting to this Disclosure, you agree that we may rely on your electronic execution of the Agreement and provide you with any Communications in electronic format (via e-mail or on our Website) instead of in paper form. Your consent to execute the Agreement in digital form and receive electronic communications and enter into binding transactions pursuant to the Agreement includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Account and any related products or services
- Your Agreement and any notices about a change in terms of your Agreement
- Privacy policies and notices
- Responses to claims filed or inquiries made in connection with your Account and/or any related products or services
- Notices regarding insufficient funds or negative balances

Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided (1) via e-mail; (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available; or, (3) to the extent permissible by law, by access to the Online Account Center appearing at <http://moinstantcash.com> (the "Website").

How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by calling us at 1-888-704-2651. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of the Agreement or prior Communications delivered in electronic form will not be affected.

How to Update Your Records. To receive electronic Communications, at the time that you enter into the Agreement and open an Account, you must provide us with a true, accurate and complete e-mail address, your contact information, and other information related to the Agreement, this Disclosure and your Account. In addition, you must maintain and update promptly any changes in this information during the time you hold an Account. You can update information (such as your e-mail address) through the Website or by contacting us at 1-888-704-2651.

Hardware and Software Requirements. In order to access, view, and retain electronic Communications that we make available to you subject to this Disclosure, you must have an electronic device ("Access Device") that enables access to your e-mail account (in the case of notices delivered by e-mail) or a commercially

available Internet browser and a sufficiently recent version of Adobe Acrobat reader (for notices posted to the website). You may wish to utilize a device that is capable of storing or printing the Communications for your records.

Requesting Paper Copies. If you have consented to execute the Agreement electronically and receive electronic Communications, we will not send you a paper copy of the Agreement or any Communication unless you request it by contacting us at 1-888-704-2651 or we otherwise deem it appropriate to do so. You can obtain a paper copy of the Agreement and any electronic Communication by printing it yourself. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of the Agreement or any Communication that you have authorized us to provide electronically. Paper copies of legally required disclosures will be made available upon your request at the time the Account is closed or thereafter, but may be subject to an additional fee.

Communications in Writing. All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure, the Agreement and any other Communication that are important to you.

Federal Law. You acknowledge and agree that your consent to electronic execution of the Agreement and receipt of Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN Act"), and that both you and we intend that the E-Sign Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Agreement and Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Authorized Users. The Account may only be owned and titled in the name of one individual or validly existing [corporation/limited liability company/limited partnership/limited liability partnership], in good standing under the laws of the State of its organization and under the laws of the State(s) in which it conducts business. Account ownership is non-transferrable.

Other Terms and Conditions.

Internet Access. You certify that you have access to the Internet and a current e-mail address. You have sole responsibility for providing us with a correct and operational e-mail address. We will not be liable for any undelivered e-mail communications or any costs you incur for maintaining Internet access and an e-mail account. You must promptly notify us of any change in your e-mail address.

Illegal, Fraudulent or Improper Activity. You will not use the MO Technologies Mobile App / Web Portal for any illegal, fraudulent or improper activity. If we suspect that you may be engaging in, or have engaged in, fraudulent, illegal or improper activity, including a violation of any terms and conditions relating to the Agreement, the MO Technologies Mobile App / Web Portal, your access to the MO Technologies Mobile App / Web Portal may be unilaterally suspended or terminated by us. You understand that access to your Account may be suspended or terminated if an Access Device has been reported lost or stolen or when we reasonably believe that there is unusual activity on any of your Accounts. You agree to cooperate fully with us to investigate any suspected illegal, fraudulent or improper activity.

Login and Device Protection. You will not disclose your login credentials (user name or password) to any person. You understand and agree that we may rely on the use of your login credentials to access your Account through the MO Technologies Mobile App / Web Portal and are therefore authorized to act upon instructions and information received from any person that enters your login credentials.

If you forget your login credentials (user name or password), become locked out and we reset your password, or your password expires, you will be required to re-establish your login credentials to regain access to the MO Technologies Mobile App / Web Portal.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the MO Technologies Mobile App / Web Portal. You agree not to leave your computer or Access Device unattended while logged in; if you do we will not be liable for any resulting damages. Log off immediately at the completion of each access by you, and secure access to your computer or Access Device, lock your Access Device, and take other steps necessary to stop unauthorized use of your Account, the MO Technologies Mobile App / Web Portal.

Although considerable effort is expended to make the MO Technologies Mobile App / Web Portal and our other operational and communications channels consistently available, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for any interruptions in service due to maintenance of, changes to, or failure of the MO Technologies Mobile App / Web Portal or other communications channel. We may terminate your Agreement, your participation in the MO Technologies Mobile App / Web Portal, or both, for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

CUSTOMER SERVICE CONTACT INFORMATION:

By Telephone

1-888-704-2651

Live Agent Hours: Monday-Friday, 9 a.m. to 5 p.m. EST

By Mail

help@motechnologiesusa.com

By Website

<http://moinstantcash.com>

Visit the Online Account Center for more information about your Account and the services available to you.

MO Technologies USA LLC

mousasupport@motechnologies.com