

CUSTOMER AGREEMENT FOR USE OF SERVICE

This agreement (the “Agreement”) sets out the terms and conditions governing your use of our Service (the “Service”). You may access the Service through the website with its home page located at www.isendremit.com (the “Service Website”) or through our mobile application, with download links provided on the Service Website (the “Service App”). As used herein, the terms “CFSB” and “Bank” mean Community Federal Savings Bank, and “Servicer”, “we,” “us,” and “our” means Isend Pte. Ltd. “You” and “your” mean the individual who has qualified for and is entering into this Agreement for the use of the Service to transfer funds from a US bank account.

PLEASE REVIEW THIS AGREEMENT CAREFULLY. IT INCLUDES IMPORTANT TERMS, INCLUDING PROVISIONS REQUIRING ARBITRATION IN THE EVENT OF DISPUTES AND WAIVING YOUR RIGHT TO JURY TRIAL (EACH AS SET OUT MORE FULLY IN SECTION 23, BELOW).

1. This Is Your Contract with Us.

Read this Agreement and keep it for your records. By accessing the Service Website/Service App or using the Service, you agree to the terms of this Agreement and agree that you will comply with all applicable laws.

2. Eligibility and Registration.

In order to use the Service, you must first apply. As part of your registration and use of the Service, you represent and warrant that:

- a. The person accepting this Agreement:
 - (i) has the full authority to bind the entity to this Agreement,
 - (ii) has read and understood this Agreement; and
 - (iii) agrees to this Agreement.
- b. The person accepting this Agreement
 - (i) is of legal age and has the full authority to enter into this Agreement,
 - (ii) has read and understood this Agreement; and
 - (iii) agrees to this Agreement.

- c. You are located in the United States, hold a USD bank account that will be the source of funds for transfers using the Service, and that, unless you are acting as an agent, that bank account is held in your name and over which you exercise legal authority and control;
- d. You are not violating any laws or regulations by registering with us, entering into, or performing any part of this Agreement, or by otherwise using the Service;
- e. You are not an agent acting for an undisclosed principal or third-party beneficiary. In the event that you are acting for a third party, you agree to provide us with certified copies of identification evidence of such authorizations that you have received from the third party and obtain our express approval before acting on that third party's behalf;
- f. You consent to having your – and to the extent relevant, your authorized signatory's – details, including confidential personal information and financial information, collected by us and provided and used by us or CFSB for the purpose of the provision of the Service to you.
- g. You are fully aware that the Service is operated by us at CFSB's direction and subject to CFSB's rules and procedures and that we are operating as a service provider to CFSB.
- h. All information provided by you as part of your registration and use of the Service is accurate and complete, and you undertake to promptly notify CFSB and Servicer of any changes to such information; and
- i. You will ensure that your contact details provided at registration remain accurate and up to date. We will use those contact details to contact you wherever required under this Agreement or in connection with the Service. You may update your contact details at any time by logging in to the Service Website/Service App.

3. Identity Verification Process.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires us and the Bank to obtain, verify, and record information that identifies each person to whom we provide certain types of

services. What this means for you is that when you use our and the Bank's Service, we will require you to provide your name, physical address, unexpired U.S. government issued photo identification, U.S. Taxpayer Identification number, date of birth, phone number, and email address (for individuals), and/or the name, physical address, U.S. Employer Identification Number (EIN) and incorporation number (for companies), and other information that will allow us and CFSB to identify you (the "KYC Information"). KYC Information may also include, without limitation, your documents of incorporation and bylaws, as well as and where relevant, the U.S. passport, U.S.-based driver's license, or other U.S. government issued photo identification document of your principals, key executives, beneficial owners, and other authorized users of the Service. We or CFSB may also contact you with additional questions and periodically request that you reconfirm these details.

4. General Description of the Servicer Service.

The Service enables the transmission of funds to recipients ("Recipients") located in other countries in a currency other than United States Dollars ("USD"). Funds are transmitted to Recipients via electronic funds transfer, wire transfer, or other electronic methods. The Service, as described herein, may be amended by us or CFSB at any time, upon notice, as set forth above. Moreover, we and CFSB retain full discretion to refuse to accept any user or to complete any instruction to send money (a "Transaction") at any time.

5. Compliance with Office of Foreign Assets Control ("OFAC") and Other Sanctions.

All U.S. persons, including U.S. banks, bank holding companies, and non-bank subsidiaries, must comply with OFAC's regulations. This means that we or CFSB may institute a hold on your account or your funds if you are a Specially Designated National, fall into the scope of a country-based sanction program, or are within other applicable sanctions programs (including non-US sanctions programs).

6. Unlawful and Other Impermissible Use.

You agree not to use the Service for any unlawful activity, and we reserve the right

to investigate any suspicious activity or in response to any complaints or reported violations. When investigating any such activity, we and CFSB reserve the right to institute a hold on your account or your funds, to report suspected unlawful activity to any appropriate regulatory or similar authority or person, and to provide such authority or person any relevant information, including personal data.

More specifically, you are not allowed to use our Services in connection with:

- a. Adult Content, including, but not limited to, pornographic services and goods, adult entertainment-related activities, or escort services;
- b. Alcoholic beverages, including the facilitation, sale, or distribution of alcoholic beverages;
- c. Bearer share corporations;
- d. Chemicals, including the facilitation, sale, or distribution of chemicals;
- e. Cryptocurrencies or digital assets, including companies that facilitate the creation, sale, distribution, custody, or exchange of cryptocurrencies or digital assets;
- f. Dietary supplements, including the facilitation, sale, or distribution of dietary supplements;
- g. Embassies and Foreign Consulates;
- h. Financial institutions, where CFSB does not maintain a direct relationship with the financial institution or bank, and a nested relationship is established;
- i. Foreign Bulk Shipment of Currency;
- j. Foreign Casinos/Gambling Establishments/Internet Gambling or other betting-related services;
- k. Foreign Governments;
- l. Foreign offshore shell companies;
- m. Foreign Shell Banks;
- n. Jewels, precious metals, or stones, including the facilitation, sale, distribution, or exchange of jewels, precious metals, or stones;
- o. Medical devices and medications, including the facilitation, sale, or distribution of drugs, prescription medications, or medical devices;

- p. Marijuana activities, including the creation, facilitation, sale, or distribution of marijuana or marijuana paraphernalia, regardless of whether or not such sale is lawful in the jurisdiction in which the customer operates, or your jurisdiction;
- q. Numbered or Designated Name Accounts;
- r. OFAC-listed countries, businesses, organizations, entities, or individuals;
- s. Parallel Banking Relationships;
- t. Online dating or marriage services;
- u. Online payday lenders;
- v. Payable Through Accounts;
- w. Pouch Activities;
- x. Stocks and other security interests, including the sale of stocks and other security interests;
- y. Telemarketing activities;
- z. Tobacco goods, including the facilitation, sale, or distribution of tobacco goods;
- aa. Unlawful or Illegal Activities, including, without limitation:
 - (i) The creation, facilitation, sale, or distribution of any prohibited or illegal good or service or an activity that requires a governmental license where the customer lacks such a license;
 - (ii) the creation, facilitation, sale, or distribution of goods or services that violate the intellectual property rights of a third party; or
 - (iii) any Ponzi scheme or pyramid selling.
- bb. Violence-related activities, including the creation, facilitation, sale, or distribution of any material that promotes violence or hatred; or
- cc. Weapons, including the facilitation, sale, or distribution of firearms or other weapons, military or semi-military goods, military software, or technologies.

7. Multiple Registrations

Multiple registrations are prohibited. You may register only once, and each user must maintain a separate registration. If we detect multiple active registrations for a single user, we reserve the right to merge or terminate the registrations and refuse you all continued use of the Service without notification to you.

8. Payment Methods.

We only accept payment for your transfer via ACH Pull Direct Debit, or, if you choose to initiate the transfer of funds from Your Bank Account, an ACH Push or domestic Wire Transfer. No other payment methods are accepted, including cash, mailed check, or electronic check.

a. Payment by ACH Pull Direct Debit

If you choose to pay for your transfer using CFSB's ACH Pull direct debit feature, you will need to provide your bank account details, including your bank account number and routing number (each such bank account is deemed "Your Bank Account").

When you choose to pay for your transfer using CFSB's ACH Pull direct debit feature and provide Your Bank Account details, you represent that Your Bank Account payment details are correct, that you are authorized to access and transmit funds from Your Bank Account, that Your Bank Account is in good standing with the account-holding financial institution, and that you have the authority to initiate an electronic funds transfer in the amount at issue to or from Your Bank Account.

When you choose to pay for your transfer using CFSB's ACH Pull direct debit feature and by providing Your Bank Account details and requesting a Transaction, you authorize us to initiate electronic credits and debits to Your Bank Account through the automated clearinghouse (ACH) network in order to process the requested Transaction, including any applicable fees and charges.

Your authorization shall remain in effect for any Transaction that you have authorized while a registered user with the Service unless canceled in accordance with this Agreement.

b. Payment by Wire or ACH Push.

If you choose to pay for your transfer using the ACH Push or domestic wire transfer method, then your payment order will remain inactive until we receive your funds (the "Deposit Payment") into our specified account.

Deposit Payments must be made to CFSB's specified account, the details of which will be provided to you at the time of the transaction, via ACH Push or domestic

wire transfer. If, for any reason, your Transaction is cancelled or refused, then we will promptly return the deposit to the account from which it originated. In the event that we are unable to return the deposit, then we will promptly contact you using the most current contact information provided to us by you through your registration with us.

9. Exchange Rates.

- a. **Transaction Amount:** The “Transaction Amount” is the amount that you send from Your Bank Account in an ACH Pull direct debit or the Deposit Payment in an ACH Push or wire transfer, minus any applicable fees and prior to any foreign exchange conversion.
- b. **Locked-In Exchange Rates:** We always specify the exchange rate applicable to your Transaction at the time you submit your requested Transaction, and this exchange rate will be locked in (the “Locked-In Exchange Rate”) for a period of 8 hours from the time you initiate your payment (the “Specified Period”). We will convert the Transaction Amount at the Locked-In Exchange Rate, provided that your Transaction Amount reaches our specified bank account within the Specified Period.
- c. **Unlocked Exchange Rates:** If the Transaction Amount reaches our specified bank account after the Specified Period, we will convert your funds at the Unlocked Exchange Rate, as defined below, which means that the exchange rate could be higher or lower than the Locked-In Exchange Rate.
 - i. We make reasonable efforts to align Unlocked Exchange Rates with the mid-market rate in global currency markets at the time of conversion. We rely on aggregated third-party information sources (including licensed exchange rates from various financial data providers), and we do not guarantee that the rates match any particular benchmark source at any given time. We are not liable if the amount received by the Recipient is less than anticipated as a result of changes in the global currency markets.
 - ii. In order to protect you from negative volatility in the global foreign exchange markets, we automatically apply a 3% rate limit (the “Automatic Rate Limit”). This means that in the event that the conversion rate moves negatively (to your detriment) beyond the Automatic Rate Limit, then we

will temporarily stop any further conversion until market conditions improve. We will notify you if the situation does not improve for more than 24 hours.

- iii. Any rate limits will only apply to limit negative rate movements. We will always pass on any improvements in exchange rates for Unlocked Exchange Rate transactions.
- iv. Neither we nor CFSB takes any margin or spread on the exchange rate associated with your Transaction; hence, there are no buy and sell rates. The rate that you receive is exactly the same rate as your counterparty. The only fees you pay us for the Service are the Transaction Fees and Administration Fees described in [Section 13](#) of this Agreement.
- v. For the avoidance of doubt, we do not currently offer the ability to make recurring payments or forward contracts as part of our Services. For the purposes of this Agreement, "Business Day" means any day, other than a Saturday, Sunday, federal or New York state holiday, on which the Bank's offices are open for business.

10. Transaction History.

You can access the details of all your Transactions and other information relating to your use of the Service by logging into the Service Website or Service App and selecting an option from the navigation bar called "Transfers".

11. Refused Transactions.

We and the Bank reserve the right in our sole discretion to refuse any Transaction. Reasons for refusal may include, but are not limited to, an inability to match your registration information with your bank account details, incorrect Recipient details, an insufficient deposit amount, or where processing the Transaction may cause either of us or any of CFSB's affiliates to breach applicable laws. We generally will attempt to notify you of any refusal, using the contact information provided as part of your registration, stating (where possible) the reasons for the refusal and whether the problem can be corrected. We will not notify you of a refusal where to do so would be unlawful.

12. Cancellation of Transactions.

You may cancel your Transaction for a full refund (a) within 30 minutes of authorizing your Transaction, or (b) at any time thereafter if the Transaction Amount has not yet been converted in accordance with your order.

13. Fees.

- a. **Transaction Fees:** We charge a fee on every Transaction. Fees relating to the Transaction are fully visible to you before you accept the Transaction. Further information on our fees is published on the Service Website or the Service App. The Transaction Fee is deducted from the Transaction Amount prior to conversion. Transaction Fees do not include any fees that your bank or the Recipient's bank may charge. Those fees may be deducted from your deposit (in the case of your bank) or the delivered amount (in the case of the Recipient's bank).
- b. **Administration Fee:** An Administration Fee may be incurred when your Transaction is refused due to incorrect payment details, regulatory requirements, or any other reason. (This fee is in addition to any amount your bank or the Recipient's bank may assess.) Any Administration Fee will be deducted from your Transaction Amount. Our current Administration Fee for Refused Transactions is 8.00 USD per Transaction.

14. Service Providers.

We provide customer service and other functions and arrange delivery of funds to the Recipient abroad on behalf of CFSB. We are a regulated entity authorized to perform money transmission and related services in the jurisdictions where we operate. Regardless, all services provided by us or other agents may be performed at CFSB's direction and subject to CFSB's supervision and control.

15. Errors and Compromised User Credentials.

Once Transactions have been executed, they cannot be reversed, and, except as expressly set out in this Agreement, we will not be liable in any way for any loss you suffer as a result of a Transaction being carried out in accordance with your instructions. **If you believe there to be an error in connection with a Transaction**

or other problem as set out in this Section, then you should notify our Support at info@isend.com.sg.

- a. **For funds transmitted to Recipients located in other countries:** If you think there has been an error or problem with your transfer, you must contact our Support no later than 180 days after the date we promised to you that the funds would be made available to the Recipient. When you do, you must disclose to us the following information:
- (1) Your name and address;
 - (2) The error or problem with the transfer, and why you believe it is an error or problem;
 - (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address;
 - (4) The USD amount of the transfer; and
 - (5) The confirmation code or number of the Transaction.

The law generally requires an investigation and determination as to whether an error occurred within 90 days after you contact our Support. We will inform you of its determination within three business days after completing its investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents used in the investigation.

What to do if you want to cancel funds transmitted to Recipients located in other countries: You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact our Support at the email or phone number listed above within 30 minutes of payment of the transfer.

When you contact our Support, you must provide us with information to help identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) business days of your request to cancel a transfer, as long as the funds have not already been picked up or deposited into a recipient's account.

- b. **For electronic funds transfers transmitted to Recipients located within the U.S.:** In Case of Errors or Questions About Your Electronic Transfers, write to us at the

email address listed above as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. If your Transaction history shows Transactions that you did not initiate, please contact our Support at once to let us know. Our Support must hear from you no later than sixty days after the date we make available to you the periodic statement in which the error appears. If you do not tell our Support, you may not get back any of the money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money had you told us in time. When you do, you must disclose to our Support the following information:

- (1) Tell us your name and account number (if any);
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- (3) Tell us the dollar amount of the suspected error.

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 credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If our Support asks you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, [point-of-sale], 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 credit your account for the amount you think is in error.

We will inform you of our determination within three 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 any documents we used in our investigation.

- c. Tell our Support at ONCE if you believe your user credentials have been compromised. Compromise of your credentials could allow thieves to access Your Bank Account to make unauthorized payments. If you notify our Support within two Business Days, you can lose no more than \$50 if someone uses your use credentials without your permission. If you do NOT tell us within two Business Days after you learn of the compromise of your credentials, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose as much as \$500. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods set out in this Section.

16. Limitations of Liability.

To the fullest extent permitted by applicable law, we disclaim liability for the following:

- a. For losses or damages resulting from our failure to properly complete a Transaction, except where such failure is due to our gross negligence, fraud, or willful misconduct, or as otherwise required by applicable law and other than as just noted in Section 15 above;
- b. For losses or damages resulting from delays in completing a Transaction, except where such delay is caused by our gross negligence, fraud, or willful misconduct, or as otherwise required by applicable law;
- c. If, through no fault of ours, you do not have enough money in Your Bank Account or have not timely deposited sufficient funds with us to make the Transaction;
- d. If your system or device was not working properly during your use of the Service or the Service Website/Service App, and you knew about the breakdown when you started the Transaction;
- e. For errors made by you or a Recipient, such as making a transfer to an unintended person or transferring an unintended amount;
- f. For errors by your bank, such as the provision of incorrect bank account information for Your Bank Account;

- g. For losses or damage arising from your misuse or inability to use the Service Website/Service App, whether due to reasons within our control or not;
- h. For losses or damage to you from our inability to complete a Transaction because we are prohibited by law, or for losses or damage caused as a result of actions taken due to our obligations under applicable law or order; or
- i. Due to circumstances beyond our control (such as failure or interruption of telecommunications or data transmission systems) that prevent or affect the Transaction, despite reasonable precautions that we have taken.

17. Disclaimer of Liability.

IN PROVIDING THE SERVICE TO YOU, NEITHER WE NOR ANY OF OUR AFFILIATES, HOLDING COMPANIES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS OR SUBCONTRACTORS, MAKES ANY EXPRESS WARRANTIES OR REPRESENTATIONS TO YOU WITH RESPECT TO THE SERVICE EXCEPT AS SET OUT IN THIS AGREEMENT, AND ALL IMPLIED AND STATUTORY WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES, HOLDING COMPANIES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER BASED ON NEGLIGENCE, WILFUL MISCONDUCT, TORT, CONTRACT OR ANY OTHER THEORY OF LAW, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF INCOME, FAILURE TO REALIZE EXPECTED REVENUES OR SAVINGS, LOSS OF PROFITS OR ANY ECONOMIC OR PECUNIARY LOSS.

WE FURTHER DISCLAIM ANY AND ALL LIABILITY FOR ANY GOODS OR SERVICES BOUGHT OR SOLD BY YOU THAT ARE SETTLED THROUGH YOUR PARTICIPATION IN THE SERVICE.

18. Right of Set-Off.

You agree that CFSB is authorized at any time to set off the funds deposited with the Bank against your debts or liabilities owed to the Bank. CFSB may exercise this right of set-off without notice to you.

19. Changes to this Agreement.

We or CFSB may amend this Agreement at any time by posting a revised version on the Service Website/Service App (a “Change”). We may not notify you of such a Change unless required by law. In the event that there is a Change which happens during the time which we have agreed to perform a Service for you but the Service has yet to be fully completed, the original terms and conditions (prior to any such Change) shall apply until such Service has been fully completed or has been cancelled or terminated in accordance with this Agreement, ****except ****where a Change is required by applicable law to take effect sooner. For the avoidance of doubt, any Change relating to the addition of a new service, extra functionality, or any such change which we believe in our reasonable opinion neither reduces your rights nor increases your responsibilities shall be deemed to be effective immediately. You are recommended to retain a copy of this Agreement at the time a Service is requested for your records. You may also request a copy from us of the version of the Agreement in effect at the time of a particular Transaction that you have requested by emailing info@isend.com.sg.

20. Consent for Electronic Disclosures.

The Service is an electronic commerce relationship. Therefore, by subscribing to the Service, you acknowledge and expressly agree that transmission of the Service Communications (as defined below), the Customer Agreement, and any document delivered to you in connection with the Service shall be executed using electronic signatures, as applicable, and delivered in electronic format. Such electronic documents shall suffice to bind the parties thereunder in the same manner as if an original document or signature had been delivered.

Unless otherwise required by applicable law, the following categories of information ("Service Communications") will only be provided by electronic means and not in paper format or through other non-electronic means:

- (i) this Agreement and the applicable Privacy Policy and any amendments, modifications, or supplements to them;
- (ii) your records of Transactions through the Service;
- (iii) any initial, periodic, or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law;
- (iv) any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service; and
- (v) any other communication related to CFSB, us, the [Introducer], or the Service.

Access to electronic disclosures will be provided by way of the Internet. Your history of use of the Service is available for viewing online from your account on the Service Website/Service App. In order to view these disclosures, you will need a hardware device that can access the Internet via modem or other form of connection. Your hardware device must run on an appropriate operating system. You must be able to access the Internet to access our website. Additionally, standard, widely available Internet browser software is required to access the disclosures from a personal computer, and to view and download certain documents (including this Agreement), Adobe Acrobat Reader software is required.

If you require a printed copy of your Transaction history, you can request this by emailing info@isend.com.sg.

We recommend you download or print a copy of this Agreement for your records. You may download a copy of this Agreement in PDF format. This document requires Adobe Acrobat Reader for viewing.

If you consent to electronic access to documents, we are not required to provide you with paper copies. You may obtain these documents in paper form without

charge by printing them yourself. If you decide to withdraw your consent for Service Communications and documentation electronically, you must notify us at info@isend.com.sg. Such notice will constitute notice of termination of your registration with us and preclude future use of the Service.

21. Privacy.

We treat your privacy seriously. We share your personal information provided in connection with the Service with our agents and service providers to provide you with the Service. Please see the Privacy Policy, available at Privacy Policy or <http://www.cfsb.com/privacy/>, for comprehensive information concerning our collection, use, and disclosure of your personal information.

22. Limiting the Services and Termination

- a. We may limit the Services available to you, terminate your registration, or suspend or refuse a Transaction at any time, without notice, if we reasonably suspect any security risk associated with your registration or Transaction, or if we terminate your registration for the reasons set out in this Agreement. We will do our best to notify you prior to taking any such action. However, if prior notification is not practicable, we will promptly notify you by email after the suspension. We have no obligation to notify you should such a notification be impossible or unlawful.
- b. Termination
 - i. We may immediately terminate your registration and this Agreement at any time without prior notice if, in our reasonable opinion:
 - A. We determine in our sole discretion that you are not eligible to use the Services or that you are using them for an impermissible purpose;
 - B. You have materially breached the law, the terms of the Agreement, or the terms of our referral or promotional programs;
 - C. You engage in behavior that we, in our sole discretion, view as suspicious or otherwise of concern;
 - D. Duplicate accounts are opened for the same person;

- E. It is impossible to get in touch with you by the telephone number and email address you have provided;
 - F. You or your bank initiates a chargeback or rejection of an attempted transfer; or
 - G. You are a charitable or non-profit organization.
- ii. We may suspend or refuse to execute Transactions if any of the reasons in 22.b.i. apply to the Recipient of the Transaction or if, in our sole discretion, we believe execution of the Transaction will violate applicable laws, regulations, or the Bank's policies or procedures.
 - iii. You may terminate your registration at any time by contacting our Support at info@isend.com.sg. Termination, whether by you or by us or the Bank, shall not affect prior Transactions or (except where required by law) obligations under this Agreement existing at the time of termination. Upon termination, we will retain records of your Transaction history in accordance with regulatory requirements and our and CFSB's retention policies.

23. Applicable Law and Arbitration.

This Agreement is entered into in New York. This Agreement and any claim or controversy arising out of or relating thereto, including any claim against us in connection with the Service (collectively, a "Claim") is governed by the laws of the United States and the state of New York, without regard to conflicts or choice of laws principles, whether or not you live in New York.

YOU HEREBY CONSENT TO ARBITRATION OF ALL CLAIMS BEFORE A SINGLE ARBITRATOR. THE ARBITRATOR WILL BE SELECTED AND THE ARBITRATION CONDUCTED PURSUANT TO THE COMMERCIAL ARBITRATION RULES (EXPEDITED PROCEDURES) OF THE AMERICAN ARBITRATION ASSOCIATION. NO "CLASS" OR SIMILAR GROUP ARBITRATION SHALL BE PERMITTED. ALL ARBITRATION HEARINGS OR SIMILAR PROCEEDINGS SHALL BE HELD IN NEW YORK, NEW YORK, ALTHOUGH YOU MAY ELECT TELEPHONIC PROCEEDINGS OR WAIVE ANY HEARING. The AAA Commercial Arbitration Rules (Expedited Procedures) are available for review at: <https://www.adr.org/rules-forms-and-fees/> (click Commercial Rules category).

Any arbitral award shall be final and binding and may be enforced by any court of competent jurisdiction.

You understand that, in return for your agreement to this Section, we are able to offer you the Service at the terms designated, and that your assent to this Section is an indispensable consideration to this Agreement. You also acknowledge and understand that, with respect to any Claim:

- a. YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;
- b. YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY SUCH DISPUTE; and
- c. YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY SUCH DISPUTE.

This Section is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. 1- 16.

24. Severability.

If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable, and the rest of this Agreement will not be affected.

25. Assignment

You may not transfer or assign this Agreement to any other person or organization without our or, where required, CFSB's prior written consent. We may assign our obligations to you under this Agreement without your consent or any prior notice.

26. English Language

This Agreement may be provided to you in English or any other language that we support. For the avoidance of doubt, any non-English version of the Agreement is provided for translation purposes only. In the event that any conflict arises between the English and non-English versions of the Agreement, the English version shall prevail.

27. Entire Agreement.

This Agreement and any document expressly referred to in it constitute the whole agreement between you, us, and CFSB in relation to the services described herein, and supersede any previous discussions, correspondence, arrangements, or understandings between us.

28. Notices to Us

If you have any problems using the Service, you should contact our Support at info@isend.com.sg. Any notice of legal claim or other process pursuant to this Agreement shall be delivered via the following:

To Isend Pte. Ltd.:

Email: info@isend.com.sg or,

Post to:

77 High Street #09-11

High Street Plaza

Singapore 179433

Attn: Isend Compliance

To CFSB:

Email: commfed@cfsb.com or,

Post to:

Community Federal Savings Bank

89-16 Jamaica Avenue

Woodhaven, New York 11421

Attn: CFSB Legal & Compliance