

## **VLINKPAY USER AGREEMENT**

### About Your Account

Last updated on July 01, 2024

## **About Your Account**

### **Welcome to VLINKPAY!**

This user agreement is a contract between you and VLINKPAY, LLC. governing your use of your VLINKPAY account and the VLINKPAY services. It applies to U.S. VLINKPAY accounts only. If you are an individual, you must be a resident of the United States or one of its territories and at least 18 years old, or the age of majority in your state of residence to open a U.S. VLINKPAY account and use the VLINKPAY services. If you are a business, the business must be organized in, operating in, or a resident of, the United States or one of its territories to open a U.S. VLINKPAY account and use the VLINKPAY services.

By opening and using a VLINKPAY account, you agree to comply with all of the terms and conditions of this user agreement, including the [Fee pages](#), and any upcoming changes described on the [Policy Updates](#) page at the time you accept this user agreement (which changes will apply to you on the indicated effective dates). These terms include an [agreement to resolve disputes by arbitration](#) on an individual basis. You also agree to comply with each of the other terms or agreements on the [Legal Agreements](#) page that apply to you and the following additional policies:

- [Acceptable Use Policy](#)
- [Electronic Communications Delivery Policy \(E-Sign Disclosure and Consent\)](#)

Please read carefully all of the terms and conditions of this user agreement, the terms of the above policies, and each of the other terms and agreements that apply to you.

We may revise this agreement and any of the other terms, agreements, or policies from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If our changes reduce your rights or increase your responsibilities, we will provide notice of such changes.

- For personal accounts, notice will include posting information about the changes on our policy updates. If you accepted this user agreement prior to us posting notice of the changes on our policy updates page, then such notice will be provided at least 21 days before the applicable effective date.

- For business accounts, notice will include posting information about the changes on our policy updates page or providing information about the changes by other written means (which may include email). If you accepted this user agreement prior to us providing notice of the changes on the Policy Updates page or by other written means, then such notice will be provided at least 5 days before the applicable effective date.

By continuing to use our services after any changes to this user agreement or any of the other applicable terms, agreements, or policies, you agree to abide and be bound by those changes. If you do not agree with any changes to this user agreement, you may close your account.

## Opening a VLINKPAY Account

We offer two types of VLINKPAY accounts: VLINKPAY personal accounts (or “personal accounts”) and VLINKPAY business accounts (or “business accounts”), both covered by this user agreement.

All VLINKPAY accounts let you do things like:

- **Send** and receive money.
- **Buy** things online, using mobile devices or in stores.
- Make payments using your credit card, debit card, bank account, or other payment options, including funds held as balance in a business account (if we have verified the **required identifying information** you provide to us)
- Accept credit card, debit card, bank account, Balance Account, and other payment methods from others.

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, or any other codes that you use to access your VLINKPAY account and the VLINKPAY services. You must keep your mailing address, email address and other contact information current in your VLINKPAY account profile.

### Personal accounts

If you primarily need to make purchases and send personal transactions to family and friends, a personal account is probably right for you. With a personal account you can do things like:

- **Send** personal transactions to and request personal transactions from friends and family.
- **Buy** goods and services.

You can also use a personal account to receive money for the sale of goods and services and hold that money in a linked Balance Account or transfer it to a linked bank account or debit card if you do not open a Balance Account, but if you plan to use your personal account primarily to sell things, you should open a business account. You can also convert your personal account to a business account should circumstances change.

## **Business accounts**

We recommend business accounts for people and organizations that primarily use VLINKPAY to sell goods or services or to receive donations, even if your business is not incorporated. With a business account, you can do things like:

- Use a company or business name as the name on your business account.

Business accounts may be subject to fees that differ from the fees applicable to personal accounts.

**By opening up a business account or converting a personal account to a business account, you certify to us that you are using it primarily for a business or commercial purpose. You also consent to VLINKPAY obtaining your personal and/or business credit report from a credit reporting agency at account opening and whenever we reasonably believe there may be an increased level of risk associated with your business account.**

## **Closing Your VLINKPAY Account**

You may close your VLINKPAY account and terminate your relationship with us at any time without cost, but you will remain liable for all obligations related to your VLINKPAY account even after the VLINKPAY account is closed. When you close your VLINKPAY account, we will cancel any scheduled or incomplete transactions. If you have a Balance Account linked to a personal account, you must **withdraw** or transfer any funds held in your Balance Account before closing your personal account, and closing a personal account will result in VLINKPAY automatically closing any linked Balance Account. If you have a business account, you must **withdraw** or transfer any balance from your business account before closing it, and if you have not provided the **required identifying information** to us, or if we are unable to verify the required **identifying information** you provide, you must transfer any balance in your business account to a linked bank account or debit card. To evade an investigation.

- If you have a pending transaction or an open dispute or claim.
- If your VLINKPAY account has a negative balance.
- If your VLINKPAY account is subject to a hold, limitation or reserve.

## **Link or Unlink a Payment Method**

You can link or unlink certain payment methods such as a credit card, debit card, a U.S. bank account or VLINKPAY Credit to your VLINKPAY account. You can also link a Balance Account to your personal account as a payment method and unlink the Balance Account by withdrawing all funds and closing it. Before linking a bank account, you should review and understand the consumer protection rights and remedies available for different payment sources under the Electronic Fund Transfer Act (EFTA) and Fair Credit Billing Act (FCBA). Please also refer to Authorization to Charge Your Payment Method for additional terms regarding our authority to charge your linked payment methods and your right to revoke our authority to charge such payment methods.

Please keep your payment method information current (e.g., credit card number and expiration date). 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 your payment method information, you may unlink that payment method by removing it from your VLINKPAY account. If we update your payment method, we will keep any preference setting attached to such payment method. You may need to confirm your payment method, so we can verify that it is valid and belongs to you. To do this, you authorize us to make credits and debits to your payment method as follows:

- If your payment method is a card that we require you to confirm, we will verify it by charging \$1 U.S. dollars to the card and promptly refunding this amount after we have confirmed it.
- If your payment method is a bank account that you manually link to your VLINKPAY account by adding your bank routing and account numbers (instead of verifying using a real-time account verification service, if available to you), we will make two small deposits to your provided bank account of less than \$1.00 U.S. dollar each that you will need to confirm with us, along with one corresponding single debit from your bank account totaling the amount of the two small deposits.

## **Authorization to Charge Your Payment Method**

### **General authorization to charge your payment method**

By linking a payment method to your VLINKPAY account, as described in the section, you authorize VLINKPAY to charge such linked payment method (a) whenever you choose such linked payment method to send money or purchase something using VLINKPAY, (b) in connection with any errors, claims, or disputes, and (c) for amounts you owe to VLINKPAY.

### **Authorization of specific transactions**

Each time you send money using the Send Money feature in your VLINKPAY account, you authorize VLINKPAY to charge the selected payment method for the amount you are sending and any applicable fees.

Each time you use VLINKPAY to purchase something from a seller or make a donation, you authorize VLINKPAY to charge your selected or backup payment method for the amount specified during the checkout process and any applicable fees. If the amount of your transaction changes after checkout, you authorize VLINKPAY to charge the selected or backup payment method for the revised amount (for example, if the amount increases because you add another product or service (e.g., expedited delivery), the amount decreases, or the amount is split because a portion of your order is canceled or delayed).

If you have entered into an automatic payment agreement with a seller, you authorize VLINKPAY to charge your preferred or selected payment method each time you make a purchase from the seller, including via recurring payments or any other future transactions scheduled in advance. If your preferred or selected payment method cannot be charged, you authorize VLINKPAY to charge the relevant backup payment method linked to your VLINKPAY account.

### **Revoking your authorization**

You can revoke our authority to charge a payment method by unlinking that payment method from your VLINKPAY account as described in the section [Link or Unlink a Payment Method](#)

. Such revocation only applies to transactions that are initiated, by you or by a seller, after you unlink the payment method. It does not affect our authority to charge the payment method for a transaction you have already authorized, including our authority to re-present a charge to the unlinked payment method or charge the unlinked payment method as a backup payment method if the original transaction occurred before you unlinked that payment method. Unlinking a payment method also does not revoke our authority to charge or credit the payment method in connection with an error, dispute, or claim with respect to a transaction initiated before you unlinked that payment method. If there is a pending transaction with a seller where you have authorized the transaction, but the seller has not yet completed the transaction, you may not be able to unlink the payment method used until the transaction is completed.

### **Business accounts**

Money sent to a business account can be held directly as balance in the business account. The balance functionality in your business account will differ depending on whether we have been able to verify the [required identifying information](#) that you provide to us.

The required identifying information is:

- For sole proprietorships: name, physical address, date of birth and taxpayer identification number; or
- For other types of business legal entities: business name, business address, taxpayer identification number, and proof of business existence.

If we have not verified the [required identifying information](#), a balance in your business account can only be held in your business account and transferred to a linked bank account or debit card or you can request VLINKPAY to send you the money by check (subject to a non-refundable fee of \$1.50 U.S. dollars for VLINKPAY business accounts, which will be deducted from the amount of the withdrawal). Your balance may also be used to fund payments or money owed to VLINKPAY, such as payments on your VLINKPAY Working Capital account or monies owed for [refunds or chargebacks](#).

If we have verified the [required identifying information](#), a balance can be held in your business account, transferred to a linked bank account or debit card, used to make purchases or send money to others.

If you have a business account and we have verified the [required identifying information](#) that you have provided to us, you may transfer money to the balance of your business account from any bank account linked to your business account by requesting an electronic transfer from your bank account. If we have not verified the [required identifying information](#) that you have provided to us, you cannot add funds to your balance in a business account.

You can withdraw balance from your business account by:

- transferring it via a standard transfer to an eligible debit card or a bank account linked to your business account for free,
- transferring it via an Instant Transfer to an eligible debit card or bank account linked to your business account, subject to the fees applicable to such transfers that can be found on the [Fees for Transferring Balance \(for business accounts\)](#) table and that will be disclosed to you in advance each time you initiate such a withdrawal,
- conducting a cash withdrawal transaction if you have a VLINKPAY-branded debit card via (i) a bank teller at a participating bank branch or other financial institution, or (ii) an ATM (automated teller machine) (fees may apply), or
- requesting a check from us (subject to a non-refundable fee of \$1.50 U.S. dollars for VLINKPAY business accounts, which will be deducted from the amount of the withdrawal). If you request a paper check from us, you must cash it within 180 days of the date of issuance, or we will return the funds to your balance in your business account and retain the non-

refundable fee of \$1.50 U.S. dollars. We will not send a check to a post office box, and we will only send a check to an address once we have confirmed that it belongs to you.

Any funds you hold in your business account represent an unsecured claim against VLINKPAY and are not eligible for FDIC pass-through insurance.

VLINKPAY is not a bank and does not itself take deposits. You will not receive any interest or other return on the funds held with VLINKPAY. VLINKPAY combines your VLINKPAY funds with the VLINKPAY funds of other VLINKPAY users and invests those funds in liquid investments in accordance with state money transmitter laws. VLINKPAY owns the interest or other earnings on these investments. However, the claim against VLINKPAY represented by your VLINKPAY funds is not secured by these investments and you do not have any ownership interest (either legal or beneficial) in these investments. These pooled amounts are held apart from VLINKPAY's corporate funds, and VLINKPAY will neither use these funds for its operating expenses or any other corporate purposes nor will it voluntarily make these funds available to its creditors in the event of bankruptcy.

### **Restrictions on transfers or withdrawals from VLINKPAY accounts**

To protect us and our users from loss, we may delay a withdrawal, in certain situations, including if we need to confirm that you have authorized the withdrawal or if other payments to your VLINKPAY account have been subject to a reversal (for example, as a result of a chargeback, bank reversal, or dispute by a buyer). If we place a limitation on your VLINKPAY account, a payment is subject to a hold, or your account or an associated account has a negative balance in any currency while a withdrawal from your VLINKPAY account is pending, you will have to reinitiate the withdrawal once the limitation or hold has been lifted, or negative balance is fully paid off.

We may set limits on your withdrawals. Completing two out of three of the following steps can help us verify your VLINKPAY account, which may allow us to increase your withdrawal limit: Verifying your bank account.

- Linking and confirming your credit or debit card information.
- Providing your social security number.

## **Managing Your Money in Multiple Currencies**

### **Holding currency other than U.S. dollars**

Your balance in your business account or in your Balance Account, if you have one, may be held in currencies other than U.S. dollars.

If you hold a balance in your business account or in your Balance Account:

- We may allow you to convert the funds to balance in another currency. If you convert funds in your account, VLINKPAY's transaction exchange rate (including our **currency conversion spread**) will be used. We may, at our discretion, impose limits on the amount of money you can convert or the number of conversions you can perform.
- You may only withdraw the funds in U.S. dollars. In order to withdraw funds in your account held in another currency you will have to convert the currency to U.S. dollars, or it will be converted for you at the time of your withdrawal. VLINKPAY's currency conversion rate, including our **currency conversion spread**, will be used.

To receive money in a currency your account is not currently configured to accept, it may be necessary to create a balance in your business account or in your Balance Account, in that currency or convert the money into another currency. Certain currencies can only be received by converting the money into another currency that VLINKPAY allows you to hold. If the money is converted, VLINKPAY's transaction exchange rate (including our **currency conversion spread**) will be used.

You are responsible for all risks associated with maintaining multiple currencies in a Balance Account or business account. You may not manage or convert multiple currencies for speculative trading purposes, conversion arbitrage, conversion options, or any other activity that VLINKPAY determines is primarily for the purpose of gaining or making money based on currency conversion rates. VLINKPAY may hold, cancel, or reverse any transaction we determine to violate this policy.

### **How we convert currency**

If VLINKPAY converts currency, it will be completed at the transaction exchange rate we set for the relevant currency exchange. The transaction exchange rate is adjusted regularly and includes a **currency conversion spread** applied and retained by us on a base exchange rate to form the rate applicable to your conversion. The base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior **Business Day**; or, if required by law or regulation, set at the relevant government reference rate(s).

If we cannot communicate with you at the time you authorize an in-person payment (for example, because you or the seller do not have connectivity at the time you authorized the transaction), and we perform a currency conversion for that payment, we will use the transaction exchange rate in effect at the time the payment transaction is processed by the seller.



For some uses of your VLINKPAY accounts, VLINKPAY may determine currency conversion is necessary. The applicable currency conversion spread can be found on our Fees page under the heading [Currency conversion](#).

[Holds or limitations](#) may delay currency conversion of amounts until such holds or limitations are released. This may result in the application of a currency conversion that is different from the transaction exchange rate that would have been applied had no account hold(s) or limitation(s) been in place. Currency conversions in these circumstances may be more favorable or less favorable to you.

### **Currency conversion choices**

When your payment is funded by a debit or credit card and VLINKPAY determines a currency conversion is necessary, you consent to and authorize VLINKPAY to convert the currency in place of your debit or credit card issuer. You may have the right to have your card issuer perform the currency conversion, if applicable for that card issuer and network. Currency preference selections may be presented to you in various forms, including setting the currency of your card, a choice of which currency is used for the transaction, whether VLINKPAY or your card issuer performs the conversion, or which conversion rate is used for the transaction, and may be made available individually for each card and for each automatic payment agreement. If your card issuer converts the currency, your card issuer will determine the currency conversion rate and what fees they may charge.

VLINKPAY will always perform the conversion for transactions where your Balance Account balance, business account balance or linked bank account is the payment method.

## **Taxes and Information Reporting**

### **General information**

Our [consumer fees](#) and [merchant fees](#) are exclusive of any taxes, charges, or similar assessments of any nature, including, without limitation, value-added, sales, digital services, stamp, transfer, or withholding taxes, assessable by any jurisdiction or governmental authority (collectively, "Taxes").

Each of us shall be responsible to pay our own Taxes arising in connection with the performance of our respective obligations from your use of VLINKPAY services.

### **Paying for VLINKPAY's services**

If you are paying for a VLINKPAY service, you agree to pay to VLINKPAY the amount of any legally applicable Taxes imposed on any amount due from you to VLINKPAY.

You agree not to withhold any Taxes on amounts payable by you to VLINKPAY unless you are legally required to do so. If you withhold any Taxes, the amount payable by you to VLINKPAY shall not be decreased by the amount withheld. You

agree that VLINKPAY is entitled to receive the full amount that would have been received had there been no withholding of any Taxes. Upon request by VLINKPAY, you will deliver to VLINKPAY in a timely manner any written documentation evidencing your payment of Taxes to the relevant authorities.

### **Your additional responsibilities and acknowledgments**

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is solely your responsibility to assess, collect, report, and remit the correct taxes to the appropriate authority. VLINKPAY is not responsible for determining whether any taxes apply to your transaction, or for calculating, collecting, reporting, or remitting taxes arising from any transaction.

You acknowledge that VLINKPAY may have a legal obligation to make reports, and will make such reports, to tax authorities regarding transactions that we process on your behalf. Additional information can be found in our [Help Center](#).

### **Information reporting**

We may request that you provide VLINKPAY with your tax identification number and/or other tax-related documentation or information. If you do not provide the requested information to VLINKPAY or keep documentation up to date in your VLINKPAY account, you may be subject to account [holds or limitations](#) and withholding Taxes at the applicable rates on gross payments received. VLINKPAY will remit any such withholding Taxes to the appropriate tax authorities, and you acknowledge VLINKPAY may be prohibited from refunding any amounts to you once these have been sent to the appropriate tax authorities.

If a currency conversion is required on a payment of withholding Taxes, the amount due to the relevant tax authority will be calculated by VLINKPAY in accordance with our [currency conversion](#) terms when we process the withholding Taxes. To minimize risks relating to exchange rate fluctuations, account holds and limitations, tax withholding, and remittance to the relevant tax authority, you should add or confirm your taxpayer information to VLINKPAY.

## **Account Statements**

You have the right to receive an account statement showing your VLINKPAY account activity. You may view your VLINKPAY account statement by logging into your VLINKPAY account. If you have a Balance Account linked to your personal account, you will receive two statements: one showing all transactions in your personal account and an additional statement showing only transactions involving your Balance Account.

## **VLINKPAY USER AGREEMENT**

### **Sending Money and Buying**

# **Sending Money and Buying**

## **Sending Money to a Friend or Family Member**

### **Sending money**

You can send money to a friend or family member as a personal transaction using the Send Money feature in your VLINKPAY account. You can send money to a friend or family member even if they don't have an eligible VLINKPAY account at the time you send them money, using their email address or mobile number in any currency that VLINKPAY supports, and you can choose which [payment method](#) you want to use. If the person to whom you are sending money does not have an eligible VLINKPAY account, they can claim it by opening an eligible VLINKPAY account. If they don't claim it, it will be refunded to you.

We may, at our discretion, impose limits on the amount of money you can send, including money you send for purchases.

When you send money to a friend or family member who has an eligible VLINKPAY account, one of two things may happen: they may accept or decline the money. If they decline to accept the money, the money (including any fees you were charged) will be [refunded](#) to:

- The original payment method you used for the transaction, if you used a credit card, debit card, VLINKPAY Credit, a Balance Account, or balance in a business account as the payment method, or
- The balance in your business account or the balance in your Balance Account linked to your personal account if you used a bank account as the payment method and we cannot refund it to your bank account.
- If you do not have a Balance Account linked to your personal account, the money will be waiting for you to claim by using one of the available transfer methods under [Receiving Funds, Holding a Balance or Transferring Funds](#) for personal accounts.

## **Fees for Sending Money to Friends and Family**

The fees applicable to sending personal transactions to an eligible VLINKPAY account can be found on our [Consumer Fees page](#) and will be disclosed to you in advance each time you initiate sending a personal transaction to a friend or family member. If you convert money in your Balance Account balance or in your business account balance from one currency to another before sending money, VLINKPAY's transaction exchange rate (including our [currency conversion spread](#)) will be used. If you use your credit card as the payment method when sending money, you may also be charged a cash-advance fee by your card issuer.

If you send money to a friend's or family member's eligible VLINKPAY account from a third party (non-VLINKPAY) website or by using a third party's product or service, then the third party will determine if the sender or recipient pays the fee. This will be disclosed to you by the third party before the payment is initiated.

You can also use the Send Money feature in your VLINKPAY account to pay another VLINKPAY account for goods or services. You will not be charged any transaction fee for sending money to purchase goods or services as long as you send the money as a commercial transaction (often referred to as using the "Send Money for Goods and Services" feature in your VLINKPAY account). In that case, the seller will pay a fee. You must not send money as a personal transaction (often referred to as using the "Send Money to a Friend or Family Member" feature in your VLINKPAY account) when you are paying for goods or services. Note that the "Send Money to a Friend or Family Member" feature may not be available when sending money to a business account as such accounts may not be eligible to receive personal transactions.

## **Buying Something From, Donating to, or Returning Something to, a Seller Who Accepts VLINKPAY**

### **How to purchase something or make a donation**

You can purchase something from a seller who accepts VLINKPAY or make a donation, in any currency that the recipient accepts and that VLINKPAY supports using any [payment method](#) linked to your VLINKPAY account. This includes, for example:

- Purchasing something at an online retailer's website and selecting VLINKPAY as your payment method at checkout.
- Sending money to a seller for goods or services.
- Using your VLINKPAY account to purchase something at a seller's physical store using an electronic terminal, subject to certain limitations.
- Using your VLINKPAY account to purchase something at a seller's physical store using your own mobile device and a QR code, subject to certain limitations.
- Making donations using VLINKPAY.

If the seller you are purchasing from sells goods or services and that seller does not already have a VLINKPAY account, they can claim your payment by opening a VLINKPAY account. If they don't open a VLINKPAY account within 30 days, your purchase will be refunded.

In order to manage risk, VLINKPAY may limit the payment methods available for a transaction when you purchase something or make a donation. In addition, payment methods may be limited for certain sellers or recipients, including VLINKPAY payments made through certain third-party websites or applications. When you authorize a payment to a seller who accepts VLINKPAY, some sellers may take up to 30 days to complete the transaction. In these instances, your payment may appear as a pending order in your VLINKPAY account. In that case, your authorization of the payment will remain valid until the seller completes the transaction (but no longer than 30 days). If you used a debit or credit card as the payment method, your debit or credit card issuer also may show a pending authorization for a period of time until they release the hold or receive a completed transaction. If your payment requires a currency conversion by us, VLINKPAY's transaction exchange rate (including a [currency conversion spread](#)) will be used, and may be the rate at the time the payment is processed.

## **Fees**

When you purchase something from a seller who accepts VLINKPAY or make a donation, you don't pay a fee to VLINKPAY. If VLINKPAY performs a currency conversion for your purchase or donation, VLINKPAY's transaction exchange rate (including our [currency conversion spread](#)) will be used. Your debit or credit card issuer may also charge you a separate fee for non-U.S. transactions.

In addition you may be required to pay a fee to VLINKPAY if you are making a purchase using VLINKPAY [Business Payments](#) and the seller discloses to you that you, as the buyer, must pay the fee.

## **Payment review**

When VLINKPAY identifies a potentially high-risk transaction, we review the transaction more closely before allowing it to proceed. When this happens, VLINKPAY will place a hold on the transaction and notify the seller to delay shipping of the item. As a buyer, this may delay your receipt of the item you purchased. If we clear the transaction, we will notify the seller and direct them to ship the item. If we don't clear the transaction, we will cancel it and return the funds to you, unless we are legally required to take other action.

## **Automatic payments**

Some sellers who accept VLINKPAY allow you to store VLINKPAY as the payment method for future purchases with that seller. When you store VLINKPAY as a payment method with a specific seller, you agree with the seller that they can use VLINKPAY to request payment for future transactions between you and the seller. The agreement between you and the seller may allow you to authorize and schedule a payment to the seller in advance on a one-time, sporadic, or recurring basis. Examples of automatic payments that can be arranged by you with a seller include those that VLINKPAY calls a "billing agreement," "subscription," "recurring

payment,” “reference transaction,” “preauthorized transfer”; or “preapproved payment.”

If you have a personal account, you may cancel a recurring automatic payment **3 Business Days** or more before the date of the next scheduled payment from your account settings or by contacting us through the **VLINKPAY Help Center**, or by calling VLINKPAY at (832) 799-2784. If you order us to stop one of these payments **3 Business Days** or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Once your automatic payment authorization is canceled, all future automatic payments under your agreement with that seller will be stopped. If you cancel an automatic payment authorization, you may still owe the seller money for purchases that have been authorized but not completed, or you may still have additional obligations to the seller for any goods or services that you receive but have not paid for.

If you have given advance payment authorization to a seller that permits a seller to take or receive payments from your VLINKPAY account on a regularly recurring basis (for example, every month or otherwise on a routine billing cycle), and if such payments will vary in amount, you have the right to advance notice of the amount and date of the transfer from the seller at least 10 days before the transfer is made. If the seller provides the option, you may choose to receive this advance notice only when the amount of your automatic payment will fall outside a range established between you and the seller.

If you have authorized an automatic payment and VLINKPAY performs currency conversion for an automatic payment transaction, VLINKPAY will use the transaction exchange rate (including VLINKPAY’s **currency conversion spread**) in effect at the time the automatic payment transaction is processed.

## **Refunds**

When you purchase something from a seller online using VLINKPAY and the transaction is ultimately refunded, the money will typically be refunded to the original payment method you used for the transaction if you used a debit card, credit card, VLINKPAY Credit, or a balance in your Balance Account or business account.

If you used a bank account linked to a personal account as the payment method for the transaction, we will attempt to refund the money to your bank account. If we are unable to do so, we will refund the money to your linked Balance Account if you have one. If you do not have a Balance Account, the money will be waiting for you to claim by using one of the available transfer methods under **Receiving Funds, Holding a Balance or Transferring Funds** for personal accounts.

If you used a bank account linked to a business account as the payment method for the transaction, we will attempt to refund the money to your bank account. If

we are unable to do so, we will refund the money to your balance in your business account.

For purchases you make in a seller's store location that you paid for using your personal account and the transaction is ultimately refunded, the money will be refunded to your Balance Account if you have one. If you do not have a Balance Account, the money will be waiting for you to claim by using one of the available transfer methods under [Receiving Funds, Holding a Balance or Transferring Funds](#) for personal accounts.

For purchases you make in a seller's store location that you paid for using your business account and the transaction is ultimately refunded, the money will be refunded to your balance in your business account.

If you used Pay with Rewards to fund your transaction, your refund will be processed back as a dollar amount: depending on your card agreement with your issuer, your issuer may or may not credit your purchase back to your reward balance.

If VLINKPAY performed currency conversion for your transaction and a refund is issued:

- Within 1 day of the date of the original payment, VLINKPAY's transaction exchange rate (including a [currency conversion spread](#)) used at the time of the original payment will apply.
- Beyond 1 day of the date of the original payment, VLINKPAY's transaction exchange rate (including a [currency conversion spread](#)) on the date of the refund will apply.

Money will be refunded in the currency you paid; or if we are unable to refund in the currency you paid, in your primary holding currency; or we are unable to refund in your primary holding currency, then in U.S. dollars.

## **Payment Method Used for My Transaction**

### **Selecting a preferred payment method**

You can choose any of the payment methods in your VLINKPAY account as your preferred payment method. You can select a preferred payment method in your account preferences on [www.VLINKPAY.com](http://www.VLINKPAY.com) or in the VLINKPAY app. There may be times when your preferred payment method cannot be used, for example, if you select a credit card that is expired.

You can set separate preferred payment methods for online transactions, in-store transactions, and each of your automatic payment agreements, as described below.

If you have chosen a preferred payment method, it will be shown as the primary method of payment.



If you have not chosen a preferred payment method, then you must choose the payment method to be used for the specific transaction.

The availability of certain payment methods may be limited based on that particular seller or the third-party website you are using to complete the transaction.

If you have not selected a preferred payment method, or your preferred payment method is unavailable, we will show you available payment methods, including the payment method you used most often or most recently, at the time of transaction.

### **Backup payment method**

Certain one-time online transactions may require that a backup payment method be used in the event that your selected or preferred payment method is unavailable. In those instances, the backup payment method may be displayed to you on your transaction review page before you complete the transaction. If VLINKPAY determines currency conversion is necessary for a transaction that also requires a backup payment method, you may not be able to separately choose whether VLINKPAY or your card issuer performs the currency conversion on your backup payment method.

### **Sending money using the Send Money feature**

When you send money using the Send Money feature in your VLINKPAY account to eligible VLINKPAY accounts within the U.S. using balance in your Balance Account linked to your personal account, the balance in your business account, or your bank account, we waive all fees charged to you (as per our [Fee pages](#)), so we always show you these payment options first, even if you have a set preferred payment method for your online purchases. You always have the choice to select any payment method in your VLINKPAY account during the Send Money experience. If you select a payment method with a fee, we will always show you the fee before you send money.

### **Automatic payments**

Some sellers allow you to store VLINKPAY as the way you pay when making purchases on their site, so you can check out faster. Often, this entails creating an agreement with the seller that permits them to request that we charge your VLINKPAY account each time you make a purchase.

When you first set up an automatic payment agreement or store VLINKPAY as a payment method with a seller, you may have the option to set up a preferred payment method for such agreement. You can review, set, or change a preferred payment method for an automatic payment agreement in your account settings on VLINKPAY.com or in the VLINKPAY app.



Your preferred payment method for an automatic payment agreement will be used for transactions with that seller. If you have available balance in a linked Balance Account, that balance may be used before your preferred payment method, depending on your applicable automatic payment agreement with the seller.

If you have not set a preferred payment method for an automatic payment agreement, or if your preferred payment method for an automatic payment agreement is unavailable (for example, due to fraud risk or because it is expired) you authorize VLINKPAY to charge the backup payment method in the following order, if applicable: 1. Balance Account (if one is linked to your personal account) or balance in your business account (if we've been able to verify the required identifying information you provide to us); 2. Bank account; 3. VLINKPAY co-branded debit card; 4. VLINKPAY co-branded credit card; 5. Debit card; 6. Credit card; and 7. E-check. However, if a bank account is used as the payment method for a transaction and funding fails (for example, as a result of insufficient funds), VLINKPAY may attempt another payment method as a backup notwithstanding the order specified above (typically a credit card, if applicable). To help minimize disruptions in your automatic payments, we may update your payment method information associated with such automatic payments; see [Link or Unlink a Payment Method](#).

## **Bank account transfers**

Each time you use your bank account as a payment method, you authorize VLINKPAY to initiate a transfer from your bank account to the recipient. For these transactions, VLINKPAY will make electronic transfers from your bank account, as set forth under [Authorization to Charge Your Payment Method](#). You authorize VLINKPAY to re-present this transfer from your bank account up to two (2) times if the initial transfer is rejected by your bank for any reason. Adding money to your VLINKPAY balance (including your VLINKPAY Balance account balance) while a re-presentment is pending does not stop the original transfer from being re-presented by us to your bank.

If you use your VLINKPAY account to pay for an item and you select your bank account as the payment method for the transaction, remember that your VLINKPAY account is issued to you by VLINKPAY and not your bank. The terms, benefits, and protections associated with your VLINKPAY account may vary from those that apply to your bank account. If you use your VLINKPAY account to make a purchase that exceeds the balance in your linked bank account, you could incur overdraft fees, even if you chose not to allow overdrafts with your bank. Similarly, the liability limits applicable to your VLINKPAY account may differ from those applicable to your bank account.

## **E-check**

E-check is a payment method where you use your bank account as your payment method, and the payment is not received by the recipient until the transaction is processed from the bank. This process usually takes 4-7 [Business Days](#), but this amount of time will increase if the payment is sent from a bank account located outside the United States.

## **Pay with Rewards**

VLINKPAY may allow you to redeem rewards associated with your eligible card(s) when making a purchase with your VLINKPAY account through VLINKPAY Pay with Rewards program. VLINKPAY may share with and receive information from your issuer about your issuer accounts to complete the redemption of your rewards when using VLINKPAY Pay with Rewards program. The exchange of this information is necessary to complete the purchase when you select the Pay with Rewards redemption option.

All Pay with Rewards redemptions are subject to the terms of your card agreement with your card issuer. Pay with Rewards is only available for eligible purchases with certain merchants, and VLINKPAY or your issuer may limit, suspend, or terminate your ability to redeem rewards at any time in accordance with this user agreement and your card agreement. Your issuer determines the value of rewards redeemed through VLINKPAY and available redemption methods (e.g., to pay for your purchase or for a statement credit).

There may be a delay between checkout and processing of your payment. Only rewards available upon processing of your payment will be used. Because your reward balance and/or transaction balance may change, whenever you request to redeem rewards for a purchase you also authorize VLINKPAY to charge up to the full payment amount to your associated card if that happens. For more information on redeeming rewards and how it works, please see [About Payment Methods](#).

## **Debit card processing**

VLINKPAY will process your debit or prepaid card funded transactions through either the ATM debit network or the Visa, MasterCard, or Discover network. If we process your debit or prepaid card through an ATM debit network, we may provide you with the opportunity to switch to a Visa, MasterCard, or Discover network by changing your preferences for that debit or prepaid card through your VLINKPAY account profile.

## **Loyalty Cards**

If you use the VLINKPAY application on your mobile phone, you may store loyalty card numbers or bar codes, where applicable, for certain sellers in your VLINKPAY

account. When you store your loyalty card numbers or bar codes in your VLINKPAY account, you will earn any rewards, subject to the seller's loyalty card terms and conditions, at the time you make your payment to the merchant by presenting the stored loyalty card number or bar code to the seller at the point of sale. It is your responsibility to make sure you have entered your loyalty card information correctly and that you update it as necessary. It is also your responsibility to ensure that you are receiving the rewards to which you are entitled. VLINKPAY is not responsible for managing your loyalty card account by offering this service and any questions about your loyalty card or associated rewards program should be directed to the seller who offers the card.

## **VLINKPAY Rewards Program**

The VLINKPAY Rewards Program allows eligible VLINKPAY users to earn rewards points for completing qualifying transactions or activities. See the [\*\*VLINKPAY Rewards Program Agreement\*\*](#) for more information. Such agreement governs participation in the VLINKPAY Rewards Program and is incorporated herein by reference.

## **VLINKPAY Purchase Protection Program**

When you purchase something from a seller who accepts VLINKPAY, you may be eligible for a refund under VLINKPAY's Purchase Protection program. When applicable, VLINKPAY's Purchase Protection program may result in coverage for the full purchase price of the item plus the original shipping costs you paid, if any. VLINKPAY determines, in its sole discretion, whether your claim is eligible for VLINKPAY Purchase Protection program.

The program terms and conditions are set out in [\*\*VLINKPAY Purchase Protection program\*\*](#) page and form part of this user agreement.

## **VLINKPAY USER AGREEMENT**

### **Selling and Accepting Payments**

## **Selling and Accepting Payments**

### **Accepting Payments**

#### **Receiving payments**

If you use your VLINKPAY account to receive payments for the sale of goods or services or to receive donations, you must:

- Pay any applicable fees for receiving the funds.
- Not ask your buyer to send you money as a personal transaction (often referred to as using the "Send Money to a Friend or Family Member"

feature). If you do so, VLINKPAY may remove your VLINKPAY account's ability to accept payments from friends or family members.

By integrating into your online checkout/platform any functionality intended to enable a payer without a VLINKPAY account to send a payment to your VLINKPAY account, or by sending an [invoice](#) for a payment request, you agree to all further terms of use of that functionality which VLINKPAY will make available to you on any page on the VLINKPAY or Braintree website (including any page for developers and our [Legal Agreements](#) page) or online platform. Such further terms include the [VLINKPAY Alternative Payment Methods Agreement](#).

### **Commercial entity status**

If you are a seller, and the card payments you receive using the VLINKPAY services meet certain criteria, you are required under the applicable card network rules to agree to a Commercial Entity Agreement with each card network member bank that processes such card payments. Such criteria include you receiving card payments from:

- VLINKPAY account users where such card payments reach specified card network-defined volume thresholds, and/or
- VLINKPAY account users where such card payments fall within certain card network-defined business categories, and/or
- Buyers without a VLINKPAY account.

The applicable [Commercial Entity Agreement\(s\)](#) (as updated from time to time) apply to any such card payments processed by VLINKPAY on your behalf through the relevant member bank(s) and are incorporated by reference into this user agreement.

### **Receiving donation payments**

If you use your VLINKPAY account to accept donations, including using the [VLINKPAY Fundraisers](#), the Donate Button, or VLINKPAY Checkout for Donations, you must:

- Pay any applicable fees for receiving the funds.
- Not use VLINKPAY Fundraisers, the Donate Button, VLINKPAY Checkout for Donations, or any other donation services for the sale of goods and services. If you do so, VLINKPAY may remove your VLINKPAY account's ability to use those services or otherwise receive donations.

**No surcharges**

You agree that you will not impose a surcharge or any other fee for accepting VLINKPAY as a payment method. You may charge a handling fee in connection with the sale of goods or services as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-VLINKPAY transactions.

**Presentation of VLINKPAY and Venmo**

You must treat VLINKPAY and/or Venmo payment methods or marks at least on par with any other payment methods or marks offered or displayed at your points of sale where VLINKPAY or Venmo branded services are integrated, including your websites or mobile applications. This includes at least equal or better: logo placement, position within any point of sale, and treatment in terms of payment flow, terms, conditions, restrictions, and fees, in each case as compared to other marks and payment methods at your points of sale. Further, you must not present any payment method or mark upstream (or at an earlier point in the checkout experience) from the presentment of any of VLINKPAY or Venmo services or marks.

In representations to your customers or in public communications, you must not mischaracterize any VLINKPAY or Venmo services or exhibit a preference for other payment methods over VLINKPAY or Venmo services. Within all of your points of sale, you agree not to try to dissuade or inhibit your customers from using VLINKPAY or Venmo services or encourage the customer to use an alternate payment method. If you enable your customers to pay you with VLINKPAY or Venmo, whenever you display or exhibit the payment methods that you accept (either within any point of sale or in your marketing materials, advertising, and other customer communications) you agree to display the VLINKPAY or Venmo services payment marks at least as prominently, and in at least as positive a manner, as you do for all other payment methods.

**Your customer service information, refunds and returns policy, and privacy policy**

You must publish customer service information with clear instructions on how your customers can contact you. Such instructions must include at least: (1) one active customer service email address or active customer service URL to file tickets for assistance and/or (2) one active customer service telephone number. Such information must be readily accessible for review by your customers.

You must publish a refunds and returns policy.

You must publish a privacy policy, where required by law.

**Payment review**

VLINKPAY reviews certain potentially high-risk transactions. If VLINKPAY determines, in its sole discretion, that a transaction is high-risk, we place a hold on the payment and provide notice to you to delay shipping of the item. VLINKPAY will conduct a review and either complete or cancel the payment. If the payment is completed, VLINKPAY will provide notice to you to ship the item. Otherwise, VLINKPAY will cancel the payment and the funds will be returned to the buyer, unless we are legally required to take other action. All payments that complete this payment review will be eligible for VLINKPAY's Seller Protection program if they meet [\*\*VLINKPAY's Seller Protection program\*\*](#) requirements. We will notify you about payment reviews by email and/or through your VLINKPAY account.

### **In-store payments and QR code transactions**

If you accept VLINKPAY payments at your physical store, you must communicate the total amount of the transaction to the customer before it takes place. You may charge your customer's account only for transactions that they have authorized. You must also provide customers with a physical receipt if they request one. You agree that any transaction that you make shall have an accurate and true description of the goods and services being purchased.

If you use a QR code to accept payments in your physical store, you must use a QR code intended for goods and services transactions. You must also not use QR codes intended for in-person transactions as a method of accepting payment for goods and services transactions occurring online. For any buyer claims related to QR code transactions, you may be required to provide us with alternative evidence of delivery or such additional documentation or information relating to the transaction.

### **Marketplace sellers**

If you're a seller on a marketplace or through a third-party application where VLINKPAY is offered, you must comply with any rules that apply to the marketplaces or the third-party application's buyer protection program for sales you make through that forum. Any such protections may require you to take certain actions and may impact how claims are processed.

### **Card not present transactions**

Whenever a buyer uses a debit or credit card as the payment method for a transaction using their account to buy something from you as a seller, the transaction will be processed as a "card not present" transaction, even if the buyer is at your store location.

### **Accepting preauthorized payments**

As a seller, you can accept payments from a buyer's account through preauthorized transfers either on a one-time, regular or sporadic basis. This type of transaction is sometimes called a "billing agreement," "subscription," "recurring payment," "reference transaction," "pre-approved payment" or "automatic payment".

If you receive preauthorized payments from buyers:

**You must:**

Get each buyer's prior authorization for the amount, frequency, and duration of any such payment.

Provide a simple and easily accessible online cancelation procedure, if buyers sign up for preauthorized payments online.

Provide buyers the ability to stop any such payment up to **3 Business Days** before the date scheduled for payment.

Notify the buyer at least 10 days in advance of the amount and date of each preauthorized payment if the preauthorized payment will vary from the preauthorized amount or (at the buyer's option) any payment that is in an amount that falls outside of the pre-determined range.

**You must not:**

Restart future payments without the buyer's written authorization, if a buyer has stopped or canceled a preauthorized payment.

## Transaction Fees for Online and In-Store Payments

Your VLINKPAY transaction fees depend on:

- the country of the buyer's account or the currency of their card;
- whether you are registered as a charitable organization and have active 501(c)(3) status. Your 501(c)(3) status must be documented with VLINKPAY to receive the rates applicable to charitable organizations, and those rates will apply only after you document your status with us.

## Standard transaction fees

The fees you pay when selling goods or services or receiving donations, and the buyer pays using their VLINKPAY account (or using another authorized wallet), can be found on the [Standard Transaction Fees table](#), with the fees applicable to charitable organizations found on the [Standard Transaction Fees for Charitable Organizations](#) table for the charitable fees. Please note that:

- We may revise the fees applicable to future transactions that you process using VLINKPAY, subject to the applicable notice requirements set forth herein.
- If you accept payments using a VLINKPAY product (like [VLINKPAY Payments Pro](#)), the fees applicable to those products will apply to your transactions.

## Micropayments

You may apply to receive [Micropayments pricing](#) for certain lower value transactions processed through your VLINKPAY account.

- If your VLINKPAY account has been approved for Dynamic Micropayments (also known as Dynamic Pricing), then VLINKPAY will automatically apply either the [Micropayments rate](#) or the [applicable higher value transaction rate](#) to each transaction processed through your account based on whichever rate results in the lowest fees to you for that transaction.
- If your VLINKPAY account has previously been approved for Static Micropayments, then all such transactions processed through your account will receive the [Micropayments rate](#), regardless of the transaction amount. If you have multiple VLINKPAY accounts, but only some of them have been approved for Static Micropayments, then you are responsible for routing your transactions through the appropriate account to receive the desired pricing. Once a transaction is processed, VLINKPAY will have no responsibility to re-route the transaction through a different account or apply different pricing. VLINKPAY may, at its sole discretion, unilaterally convert your account from a Static Micropayments setup to the Dynamic Micropayments setup. VLINKPAY has no obligation to offer the Static Micropayments setup as an alternative to the Dynamic Micropayments setup.

Not all payment types are eligible for Micropayments pricing.

## VLINKPAY Payouts



If you use VLINKPAY Payouts (formerly Mass Pay), the [VLINKPAY Payouts Terms and Conditions](#) will apply.

### **Your responsibility to notify VLINKPAY of pricing or fee errors**

Once you have access to any account statement(s) or other account activity information made available to you by VLINKPAY with respect to your business account(s), you will have sixty (60) days to notify VLINKPAY in writing of any errors or discrepancies with respect to the pricing or other fees applied by VLINKPAY. If you do not notify VLINKPAY within such timeframe, you accept such information as accurate, and VLINKPAY shall have no obligation to make any corrections, unless otherwise required by applicable law. For the purposes of this provision, such pricing or fee errors or discrepancies are different than [Unauthorized Transactions](#) and other electronic transfer [Errors](#) which are each subject to different notification timeframes as set forth in this user agreement.

## **Refunds, Reversals and Chargebacks**

### **General information**

If you receive a payment for selling goods or services that is later refunded or invalidated for any reason, you are responsible for the full amount of the payment sent to you plus any fees (including any applicable [chargeback fee](#) or [Dispute fee](#)). Whenever a transaction is refunded or otherwise reversed, VLINKPAY will refund or reverse the transaction from your VLINKPAY account. If a currency conversion is necessary (for example if the balance in your Balance Account or your business account for a particular currency is insufficient to cover the amount of a refund or reversal, or if the buyer paid in a different currency), VLINKPAY will perform a currency conversion in order to refund or reverse the transaction. VLINKPAY's transaction exchange rate (including our [currency conversion spread](#)) at the time the refund or reversal is processed will be used.

If you refund a transaction, we'll retain the fees you paid as set out on our [Fees page](#).

### **Payments that are invalidated and reversed**

Payments to you may be invalidated and reversed by VLINKPAY if:

- You lose a VLINKPAY Purchase Protection claim submitted to us by a buyer.
- You fail to respond or provide accurate and complete information in response to VLINKPAY's inquiries related to a buyer's claims or chargebacks for a particular transaction within the timeframe communicated to you by VLINKPAY.
- You lose a Venmo Protected Purchase Program claim.

- Your buyer pursues a chargeback related to a card-funded transaction and the transaction is not eligible for [VLINKPAY's Seller Protection](#) program. The card issuer, not VLINKPAY, determines whether a buyer is successful when they pursue a chargeback related to a card-funded transaction.
- You do not fulfill the transaction as promised or you cannot provide [proof of shipment or proof of delivery](#) when required.
- Our investigation of a bank reversal made by a buyer or the buyer's bank finds that the transaction was fraudulent.
- VLINKPAY sent the payment to you in error.
- The payment was unauthorized.
- You received the payment for activities that violated this user agreement or any other agreement between you and VLINKPAY.

When you receive a payment, you are liable to VLINKPAY for the full amount of the payment sent to you plus any fees if the payment is later invalidated or reversed for any reason. If the buyer paid in another currency, the full amount of that payment may be calculated in that currency, using the VLINKPAY transaction exchange rate (including our [currency conversion spread](#)) that applies at the time the refund or reversal is processed. If the balance in your Balance Account or business account doesn't cover the payment amount due plus the fees, we may use any of the payment methods linked to your VLINKPAY account to cover the amount due. If the payment methods linked to your VLINKPAY account don't cover the amount due, this will result in a negative balance. A negative balance represents an amount that you owe to us, and, in this situation, you must immediately add funds to your balance to resolve it. If you don't, VLINKPAY may:

- engage in collection efforts to recover the amount due from you;
- take any or all action as outlined under [Amounts owed to VLINKPAY](#); or
- place a limitation or take other action on your VLINKPAY account as outlined under [Restricted Activities and Holds](#).

## Dispute fees

VLINKPAY will charge a **Dispute fee** to sellers for facilitating the online dispute resolution process for transactions that are processed either through a buyer's VLINKPAY account or through a VLINKPAY Guest Checkout. The **Dispute fee** applies when the buyer pursues a claim directly with VLINKPAY, a chargeback with their card issuer, or a reversal with their bank. The **Dispute fee** will be charged

at either the **Standard Dispute fee** rate or the **High Volume Dispute fee** rate. The **Dispute fee** will be charged in the currency which you selected for the original transaction listing. If the transaction was in a currency not listed in the **Dispute fee** table, then the fee charged will be in your primary holding currency. The **Dispute fee** will be deducted from your VLINKPAY account after the claim is decided.

The **Dispute fee** amount will be determined when the dispute case is created. The fee is based on the ratio of all Item Not Received and Significantly Not as Described claims you receive compared to the total amount of your sales for the previous three calendar months. Your total claims include all Item Not Received and Significantly Not as Described claims that are filed either directly with and escalated to VLINKPAY or with the buyer's card issuer or bank. Your total claims do not include claims for Unauthorized Transactions. For example, for the month of September, your dispute ratio will be calculated by considering your total claims to sales ratio over June, July, and August. The claims ratio for September will determine the dispute fee for all claims filed in October. Your total claims include all claims filed directly with and escalated to VLINKPAY, except claims for **Unauthorized Transactions**; and all chargebacks from the buyer's card issuer or reversals from the buyer's bank.

If your dispute ratio is 1.5% or more and you had more than 100 sales transactions in the previous three full calendar months, you will be charged the **High Volume Dispute fee** for each dispute. Otherwise, you will be charged the **Standard Dispute fee** for each dispute.

You will **not** be charged a **Standard Dispute fee** for disputes that are:

- Inquiries in VLINKPAY's **Resolution Center** that are not escalated to a claim with VLINKPAY.
- Resolved directly between you and the buyer and not escalated to a claim with VLINKPAY.
- Filed by the buyer directly with VLINKPAY as an **Unauthorized Transaction**.
- Deemed by VLINKPAY in its sole discretion to have met all the requirements under [VLINKPAY's Seller Protection program](#).
- Claims with a transaction value that is less than twice the amount of a Standard Dispute fee.
- Decided in your favor by VLINKPAY or your issuer.

You will **not** be charged a **High Volume Dispute fee** for disputes that are:

- Inquiries in VLINKPAY's [Resolution Center](#) and not escalated to a claim with VLINKPAY.
- Resolved directly between you and the buyer and not escalated to a claim with VLINKPAY.
- Filed by the buyer directly with VLINKPAY as an [Unauthorized Transaction](#).

Sellers charged **High Volume Dispute fees** may be required to provide a remediation plan which includes an explanation of the cause of the increased dispute rate, the actions taken to reduce disputes, and the timelines for those actions.

Disputes listed above may be excluded from being charged a **Standard Dispute fee** or a **High Volume Dispute fee**, but the claim itself may still be included in the overall calculation of your dispute ratio.

If you engage in a [Restricted Activity](#), VLINKPAY may charge the [High Volume Dispute fees](#) for all current and future disputes, irrespective of your dispute ratio or sales volumes, given VLINKPAY's increased involvement as a result of such Restricted Activity.

### **Chargeback fees**

For transactions that are not processed either through a buyer's VLINKPAY account or through a VLINKPAY Guest Checkout, and where the buyer pursues a chargeback for the transaction with their card issuer, then VLINKPAY will charge you a [Chargeback fee](#) for facilitating the chargeback process. This fee will apply regardless of whether the buyer is successful in pursuing the chargeback with the card issuer.

The applicable chargeback fee will be deducted from your VLINKPAY account. The chargeback fee is applied as specified in the [Chargeback Fee table](#) and will be charged in the currency which you selected for the original transaction listing. If the transaction was in a currency not listed in the [Chargeback fee](#) table, the fee charged will be in your primary holding currency.

### **Impact of various purchase protection processes on sellers**

You should read and understand VLINKPAY's Purchase Protection program, Venmo's Protected Purchase Program, and if you sell goods and services to buyers with VLINKPAY accounts in countries other than your own, you also should be familiar with the purchase protection available to buyers in each of those countries. Buyers' rights under these programs may impact you as a seller. You can find information about VLINKPAY's protection programs on the [Legal Agreements](#) page by selecting your buyer's location at the top of the page and referring to the corresponding user agreement. You can find information on Venmo's Protected Purchase Program in [Venmo's user agreement](#).

If you lose a claim under [VLINKPAY's Purchase Protection](#) program in any country, or under Venmo's Protected Purchase Program:

- You must forfeit the full purchase price of the item plus the original shipping cost. This applies when you are the primary seller or a secondary seller of goods or services. For example, event ticketing agents or online travel agents will forfeit the full purchase amount paid by the buyer. In some cases, you may not receive the item back.
- The Purchase Protection claim will only be considered fully resolved if:
  - the refund to a buyer is processed through VLINKPAY or Venmo, as applicable, or
  - you provide evidence acceptable to VLINKPAY, in its sole discretion, that the buyer agreed to the alternative resolution provided.
- You will not receive a refund of the VLINKPAY fees that you paid in connection with the sale.
- If the claim was that the item received was Significantly Not as Described, you may not receive the item back, or you may be required to accept the item back and pay for the return shipping costs.
- If the claim was that the item received was Significantly Not as Described and related to an item you sold that is counterfeit, you will be required to provide a full refund to the buyer and you may not receive the item back.

## **VLINKPAY's Seller Protection Program**

### **What's eligible**

If you sell a good or service to a buyer, you may be eligible for VLINKPAY's Seller Protection program. When it applies, VLINKPAY's Seller Protection program may result in you retaining the full purchase amount. VLINKPAY determines whether your claim is eligible for VLINKPAY's Seller Protection program.

The program terms and conditions are set out in [VLINKPAY's Seller Protection program](#) page and form part of this user agreement.

## **VLINKPAY Advertising Program**

The VLINKPAY Advertising Program enables qualifying merchants with eligible business accounts to promote VLINKPAY services, including VLINKPAY's Credit Products, through VLINKPAY-hosted banners and buttons on merchants' websites or in other channels if and as approved by VLINKPAY. VLINKPAY may change the content provided through this program at any time for any reason,

and VLINKPAY may choose to discontinue the VLINKPAY Advertising Program at any time.

If you participate in this program:

You must:

Comply with all integration and VLINKPAY Advertising Program requirements provided by VLINKPAY or each authorized third party, including those with respect to accurate presentation of all VLINKPAY related information.

Only use the code for VLINKPAY content, or any promotional assets as provided by VLINKPAY.

Use the VLINKPAY content in its entirety with all the links and language provided by VLINKPAY and without modification by you.

Immediately remove all VLINKPAY content from your sites or other channels and communications and/or cooperate with VLINKPAY or your third-party provider to do so, if you stop using a qualifying VLINKPAY payments solution.

Keep all VLINKPAY content current and up to date, including by cooperating with VLINKPAY to manually update the VLINKPAY content as it appears on your

You must not:

Modify any VLINKPAY content or its presentation in any way.

Copy VLINKPAY content from other websites or channels or duplicate VLINKPAY promotional assets from other merchants.

Create, display or host your own VLINKPAY content, unless authorized by VLINKPAY in writing.

Post or present VLINKPAY content on social media networks or platforms or anywhere else, unless authorized by VLINKPAY in writing.

Display any non-current VLINKPAY content.

sites, other channels, or in your communications and repair or reinstall the code to facilitate future updates.

Comply with applicable advertising laws, regulations and standards issued by governmental authorities or advertising self-regulatory bodies including but not limited to the digital advertising standards issued by the Network Advertising Initiative.

If you promote the use of VLINKPAY's Credit Products on your sites, other approved channels, and/or consumer communications through the VLINKPAY Advertising Program, there are additional requirements that [apply](#).

If you receive consumer inquiries relating to a Credit Product including but not limited to VLINKPAY Credit, VLINKPAY Cashback Mastercard, or the VLINKPAY World Cashback Mastercard, then you must direct the consumer to the Customer Support channel associated with the Credit Product. If you receive consumer inquiries relating to VLINKPAY or another Credit Product other than those listed above, then you must direct the consumer to [VLINKPAY Customer Support](#).

You are responsible for any damages suffered by VLINKPAY or any third parties resulting from your failure to follow the rules of the VLINKPAY Advertising Program, and if you violate these rules, VLINKPAY may modify or remove the VLINKPAY content you are presenting or require you to remove or modify it immediately. If you fail to follow these rules, we may limit or close your VLINKPAY account.

## **VLINKPAY USER AGREEMENT**

### **Restricted Activities, Holds, and Other Actions We May Take**

## **Restricted Activities, Holds, and Other Actions We May Take**

### **Restricted Activities**

In connection with your use of our websites, your VLINKPAY account, the VLINKPAY services, or in the course of your interactions with VLINKPAY, other VLINKPAY customers, or third parties, you must not:

- Breach this user agreement, the VLINKPAY [Acceptable Use Policy](#), the [Commercial Entity Agreements](#) (if they apply to you), the [VLINKPAY Balance Terms and Conditions](#) (if it applies to you), or any [other agreement](#) between you and VLINKPAY;
- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- Infringe VLINKPAY's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Sell counterfeit goods;
- Act in a manner that is defamatory, trade libelous, threatening or harassing;
- Provide false, inaccurate or misleading information;
- Send or receive what we reasonably believe to be potentially fraudulent funds;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- Attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both VLINKPAY and the seller, bank or card issuer for the same transaction;
- Control an account that is linked to another account that has engaged in any of these restricted activities;
- Conduct your business or use the VLINKPAY services in a manner that results in or may result in;
  - complaints;
  - requests by buyers (either filed with us or card issuers) to invalidate payments made to you;
  - fees, fines, penalties or other liability or losses to VLINKPAY, other VLINKPAY customers, third parties or you;



- Use your VLINKPAY account or the VLINKPAY services in a manner that VLINKPAY, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- Allow your VLINKPAY account to have a negative balance;
- Provide yourself a cash advance from your credit card (or help others to do so);
- Access the VLINKPAY services from a country that is not included on VLINKPAY's [permitted countries list](#);
- Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the VLINKPAY services) operated by us or on our behalf or the VLINKPAY services;
- Facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or VLINKPAY services;
- Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers;
- Interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the VLINKPAY services) operated by us or on our behalf, any of the VLINKPAY services or other users' use of any of the VLINKPAY services;
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers;
- Use the VLINKPAY services to test credit card behaviors;
- Circumvent any VLINKPAY policy or determinations about your VLINKPAY account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to,

engaging in the following actions: attempting to open new or additional VLINKPAY account(s) when an account has a negative balance or has been restricted, suspended or otherwise limited; opening new or additional VLINKPAY accounts using information that is not your own (e.g., name, address, email address, etc.); or using someone else's VLINKPAY account;

- Harass and/or threaten our employees, agents, or other users; or
- Abuse our online dispute resolution process and/or VLINKPAY's Purchase Protection program and/or VLINKPAY's Seller Protection program.

## **Actions We May Take if You Engage in Any Restricted Activities**

If we believe that you've engaged in any of these activities, we may take a number of actions to protect VLINKPAY, its customers and others at any time in our sole discretion. The actions we may take include, but are not limited to, the following:

- Terminating this user agreement, limiting your VLINKPAY account (and any linked Balance Account), and/or closing or suspending your VLINKPAY account (and any linked Balance Account), immediately and without penalty to us.
- Refusing to provide the VLINKPAY services to you in the future.
- Limiting your access to our websites, software, systems (including any networks and servers used to provide any of the VLINKPAY services) operated by us or on our behalf, your VLINKPAY account or any of the VLINKPAY services, including limiting your ability to pay or send money with any of the payment methods linked to your VLINKPAY account, restricting your ability to send money or make withdrawals.
- Holding the balance in your Balance Account, the balance in your business account, or any money waiting to be claimed through your personal account if you do not have a Balance Account linked to your personal account, for up to 180 days if reasonably needed to protect against the risk of liability or if you have violated our [Acceptable Use Policy](#). The hold may remain in place longer than 180 days according to [Court Orders, Regulatory Requirements, or Other Legal Processes](#).
- Suspending your eligibility for VLINKPAY's Purchase Protection program and/or VLINKPAY's Seller Protection program.

- If your eligibility is suspended, amounts you retained under VLINKPAY's Seller Protection program in the 30 calendar days prior to your suspension may be recovered as [amounts owed to VLINKPAY](#). These amounts constitute actual damages suffered by VLINKPAY as a result of your actions (i.e., payments that you retained at VLINKPAY's expense that you were not otherwise entitled to), and we may debit your VLINKPAY account accordingly.
- Charging the [High Volume Dispute fees](#) for all current and future disputes irrespective of your dispute ratio or sales volumes, given VLINKPAY's increased involvement as a result of such Restricted Activity.
- Contacting buyers who have purchased goods or services from you using VLINKPAY, your bank or credit card issuer, other impacted third parties, or law enforcement about your actions.
- Updating inaccurate information you provided us.
- Taking legal action against you.

If we close your VLINKPAY account or terminate your use of the VLINKPAY services for any reason, we'll provide you with notice of our actions and make any unrestricted funds held in the balance of your Balance Account linked to your personal account or in the balance of your business account, or any money waiting to be claimed through your personal account if you do not have a Balance Account linked to your personal account, available for withdrawal.

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by VLINKPAY, any VLINKPAY customer, or a third party caused by or arising out of your breach of this agreement, and/or your use of the VLINKPAY services.

## **Holds, Limitations, and Reserves**

### **What are holds, limitations, and reserves**

Under certain circumstances, in order to protect VLINKPAY and the security and integrity of the network of buyers and sellers that use the VLINKPAY services, VLINKPAY may take account-level or transaction-level actions. Unless otherwise noted, if we take any of the actions described here, we'll provide you with notice of our actions, but we retain the sole discretion to take these actions. To request information in connection with an account limitation, hold or reserve, you should visit the [Resolution Center](#) or follow the instructions in our email notice with respect to the limitation, hold or reserve. Account holds or limitations may impact your ability to move funds to or from your VLINKPAY Savings account.

Our decision about holds, limitations and reserves may be based on confidential criteria that are essential to our management of risk and the protection of VLINKPAY, our customers and/or service providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your VLINKPAY account. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. You agree that we have no obligation to disclose the details of our risk management or security procedures to you.

In order to facilitate VLINKPAY's actions described above and allow us to assess the level of risk associated with your VLINKPAY account, you agree to cooperate with VLINKPAY's reasonable requests for financial statements and other documentation or information in a timely fashion.

## **Holds**

A hold is an action that VLINKPAY may take under certain circumstances either at the transaction level or the account level. When VLINKPAY places a temporary hold on a payment, the money is not available to either the sender or the recipient. VLINKPAY reviews many factors before placing a hold on a payment, including: account tenure, transaction activity, business type, past customer disputes, and overall customer satisfaction. Some common situations where VLINKPAY will hold payments include:

- New sellers or sellers who have limited selling activity.
- Payments for higher-risk categories like electronics or tickets.
- Sellers who have performance issues, or a high rate of buyer dissatisfaction or disputes.

## **Holds based on VLINKPAY's risk decisions**

We may place a hold on payments sent to your VLINKPAY account if, in our sole discretion, we believe that there may be a high level of risk associated with you, your VLINKPAY account, or your transactions or that placing such a hold is necessary to comply with state or federal regulatory requirements. We make decisions about whether to place a payment hold based on a number of factors, including information available to us from both internal sources and third parties. When we place a hold on a payment, the funds will appear in your VLINKPAY account with an indication that they are unavailable or pending. We'll notify you, either through your VLINKPAY account or directly by phone or email, whenever we place a hold.

Risk-based holds generally remain in place for up to 21 days from the date the payment was received into your VLINKPAY account. We may release the hold earlier under certain circumstances (for example, if you've uploaded shipment

tracking information related to the transaction), but any earlier release is at our sole discretion. The hold may last longer than 21 days if the payment is challenged as a payment that should be invalidated and reversed based on a disputed transaction as discussed in the following paragraph below. In this case, we'll hold the payment in your VLINKPAY account until the matter is resolved (but no longer than 180 days).

### **Holds related to Marketplace transactions**

If you're a seller on a marketplace or through a third-party application where VLINKPAY is offered, a hold may be placed on a payment sent to you at the instruction of the applicable marketplace or third party. This is done once you have granted us permission to have your funds held and will be in accordance with your agreement with the third party. These holds will appear in your VLINKPAY account. If you have questions about why the applicable marketplace or third party instructed VLINKPAY to put these holds in place, you will need to contact the marketplace or third party directly.

### **Holds based on disputed transactions**

If a payment sent to you as a seller is challenged as a payment that should be invalidated and reversed, we may place a temporary hold on the funds in your VLINKPAY account to cover the amount that could be reversed. Any of the situations described under [Refunds, Reversals and Chargebacks](#) are situations that could result in us placing a hold on a payment. If we determine the transaction should not be reversed, we'll lift the temporary hold. If we determine the transaction should be reversed, we'll remove the funds from your VLINKPAY account.

### **Account Limitations**

Limitations are implemented to help protect VLINKPAY, buyers and sellers when we notice [restricted activities](#), an increased financial risk, or activity that appears to us as unusual or suspicious. Limitations also help us collect information necessary for keeping your VLINKPAY account open.

There are several reasons why your VLINKPAY account could be limited, including:

- If we suspect someone could be using your VLINKPAY account without your knowledge, we'll limit it for your protection and look into the fraudulent activity.
- If your debit or credit card issuer alerts us that someone has used your card without your permission. Similarly, if your bank lets us know that there have been unauthorized transfers between your VLINKPAY account and your bank account.
- In order to comply with applicable law.

- If we believe in our sole discretion that you have breached this agreement or violated the [Acceptable Use Policy](#).
- Seller performance indicating your VLINKPAY account is high risk. Examples include: indications of poor selling performance because you've received an unusually high number of claims and chargebacks, selling an entirely new or high-cost product type, or if your typical sales volume increases rapidly.

Unless a permanent limitation is placed on your account, you will need to resolve any issues with your account before a limitation can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect VLINKPAY, our users, a third party, or you from reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability.

### **Reserves placed on business accounts**

We may place a reserve on your business account at any time if we believe there may be a high level of risk associated with you, your business account, your business model, or your transactions. When we place a reserve on your business account, it means that all or some portion of the money in your business account is reserved as unavailable for withdrawal in order to protect against the risk of transactions made by you being reversed or invalidated or any other risk related to your business account or use of the VLINKPAY services. We make decisions about whether to place a reserve based on a number of factors, including information available to us from both internal sources and from third parties.

VLINKPAY considers a list of non-exclusive factors and whether and how these factors have changed over time, including:

- How long you have been in business.
- Whether your industry has a higher likelihood of chargebacks.
- Your payment processing history with VLINKPAY and other providers.
- Your business and/or personal credit history.
- Your delivery time frames.
- Whether you have higher than average number of returns, chargebacks, claims or disputes.

There are two categories of reserves that may be placed on your business account, and one or both may be applied at the same time:

- **A Rolling reserve** is a reserve where a percentage of each transaction you receive each day is held and then released later on a scheduled basis. For example, your reserve could be set at 10% and held for a 90-day rolling period – meaning 10% of the money you receive on day 1 is held and then released on day 91, 10% of the money you receive on day 2 is held until day 92, etc. Rolling reserves are the most common type of reserve.
- **A Minimum reserve** is a specific minimum amount of money that you're required to keep available in the balance of your business account at all times. The minimum reserve is either taken as an upfront amount deposited all at once (also known as an Upfront reserve) or is established on a rolling basis from percentages of sales until the minimum reserve is achieved, much like a rolling reserve.

If we place a reserve on funds in your account, the funds will be shown as "pending" and we'll notify you of the terms of the reserve. If we change the terms of the reserve due to a change in our risk assessment, we'll notify you of the new terms.

## **Court Orders, Regulatory Requirements, or Other Legal Processes**

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your VLINKPAY account, placing a reserve or limitation on your VLINKPAY account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, regulatory requirement or other legal process requires otherwise, we will notify you of these actions. We do not have an obligation to contest or appeal any court order or legal process involving you or your VLINKPAY account. When we implement a hold, reserve or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold, reserve or limitation may remain in place longer than 180 days.

### **VLINKPAY USER AGREEMENT**

#### **Liability for Unauthorized Transactions and Other Errors**

## **Liability for Unauthorized Transactions and Other Errors**

### **Protection from Unauthorized Transactions**

To protect yourself from unauthorized activity in your VLINKPAY account, you should regularly log into your VLINKPAY account and review your VLINKPAY account statement. VLINKPAY will notify you of each transaction by sending an email to your primary email address on file. You should review these transaction notifications to ensure that each transaction was authorized and accurately completed.

VLINKPAY will protect you from unauthorized activity in your VLINKPAY account. When this protection applies, VLINKPAY will cover you for the full amount of the unauthorized activity as long as you cooperate with us and follow the procedures described below.

### **What is an Unauthorized Transaction**

An “Unauthorized Transaction” occurs when money is sent from your VLINKPAY account that you did not authorize and that did not benefit you. For example, if someone steals or fraudulently obtains your password, uses the password to access your VLINKPAY account, and sends a payment from your VLINKPAY account, an Unauthorized Transaction has occurred.

### **What is not considered an Unauthorized Transaction**

The following are NOT considered Unauthorized Transactions:

- If you grant authority to someone to use your VLINKPAY account (by giving them your login information) and they exceed the authority you gave them. You are responsible for transactions made in this situation unless you have previously notified VLINKPAY that you no longer authorize transfers by that individual.
- Invalidation and reversal of a payment as a result of the actions described under [Refunds, Reversals and Chargebacks](#).

### **Reporting an Unauthorized Transaction**

If you believe your VLINKPAY login information has been lost or stolen, please [contact VLINKPAY customer service](#) immediately or call: (832) 799-2784 or write: VLINKPAY, Attn: Error Resolution Department, 5444 Westheimer Rd Suite 1000 Houston TX 77056.

Tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission using your login information or by other means. You could lose all the money in your VLINKPAY account. If you tell us within 60 days after we provide you your VLINKPAY account statement showing transfers you did not make, you will be eligible for 100% protection for Unauthorized Transactions. Also, if your VLINKPAY account statement shows transfers that you did not make, including those made with your VLINKPAY login information or by other means, tell us at once. If you do not tell us within 60 days after we provided the statement



to you, 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 told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

## **Error Resolution**

### **What is an Error**

An “Error” means the following:

- When money is either incorrectly taken from your VLINKPAY account or incorrectly placed into your VLINKPAY account, or when a transaction is incorrectly recorded in your VLINKPAY account.
- You send a payment and the incorrect amount is debited from your VLINKPAY account.
- An incorrect amount is credited to your VLINKPAY account.
- A transaction is missing from or not properly identified in your VLINKPAY account statement.
- We make a computational or mathematical error related to your VLINKPAY account.
- You request receipt or periodic statement documents that VLINKPAY is required to provide to you.
- You request information concerning preauthorized (recurring) transfers to your VLINKPAY account that VLINKPAY is required to provide to you.
- You request additional information or clarification concerning a transfer to or from your VLINKPAY account, including a request you make to determine whether an error has occurred.
- You inquire about the status of a pending transfer to or from your VLINKPAY account.
- You request documentation or other information, unless the request is for a duplicate copy for tax or other record-keeping purposes.

### **What is not considered an Error**

The following are NOT considered Errors:

- If you give someone access to your VLINKPAY account (by giving them your login information) and they use your VLINKPAY account without your knowledge or permission. You are responsible for transactions made in this situation.
- Invalidation and reversal of a payment as a result of the actions described under [Refunds, Reversals and Chargebacks](#).
- Routine inquiries about the balance in your Balance Account or business account, or any money waiting to be claimed through your personal account if you do not have a Balance Account linked to your personal account.
- Requests for duplicate documentation or other information for tax or other recordkeeping purposes.

### **In case of Errors or questions about your electronic transfers**

Telephone us at (832) 799-2784, contact us through the VLINKPAY [Resolution Center](#); or write us at VLINKPAY, Attn: Error Resolution Department, 5444 Westheimer Dr suite 1000 Houston TX 77056

Notify us 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. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- 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 VLINKPAY 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 we ask you to put your complaint or question in writing and we do not receive it within 10 [Business Days](#), we may not credit your VLINKPAY account.

For errors involving new VLINKPAY accounts, point-of-sale transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new VLINKPAY accounts, we may take up to 20 [Business Days](#) to credit your VLINKPAY 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.

## Processing Errors

We will rectify any processing error that we discover. If the error results in:

- You receiving less than the correct amount to which you were entitled, then we will credit your VLINKPAY account for the difference between what you should have received and what you actually received.
- You receiving more than the correct amount to which you were entitled, then we will debit your VLINKPAY account for the difference between what you actually received and what you should have received.
- Our not completing a transaction on time or in the correct amount, then we will be responsible to you for your losses or damages directly caused by this failure, unless:
  - through no fault of ours, you did not have enough available funds to complete the transaction;
  - our system was not working properly and you knew about the breakdown when you started the transaction; or
  - the error was due to extraordinary circumstances outside our control (such as fire, flood or loss of Internet connection), despite our reasonable precautions.

Processing errors are not:

- Delays that result from VLINKPAY applying [holds, limitations or reserves](#).
- Delays based on a [payment review](#).
- Delays described under [How to buy something](#) related to the time it may take for a purchase transaction to be completed in some situations.
- Your errors in making a transaction (for example, mistyping an amount of money that you are sending).

# Remittance Transfer Errors

## What is a Remittance Transfer

You may be protected for certain errors when you send money outside of the U.S. using a VLINKPAY account. A “Remittance Transfer” is a transaction that meets the following criteria:

- The payment is sent from a personal account that is used primarily for personal, family or household purposes,
- The payment is made for personal, family or household purposes,
- The payment is made using the Send Money feature through your VLINKPAY account,
- The payment amount equals or exceeds \$15 U.S. dollars (excluding fees charged to you) or the foreign currency equivalent calculated using exchange rates in effect at the time of the transaction, and
- The recipient received the payment in a VLINKPAY account outside of the U.S.

Payments that you make at a merchant website or location by selecting VLINKPAY as a payment option are not “Remittance Transfers.”

## What qualifies as a Remittance Transfer Error

A “**Remittance Transfer Error**” occurs if:

- You paid an incorrect amount to send the Remittance Transfer. For example, you were charged more than the total shown on the remittance transfer receipt you received (unless the total shown on the receipt was an estimate, and the difference results from application of the actual exchange rate, fees, and Taxes).
- VLINKPAY made a computational or bookkeeping error, such as a miscalculation of the amount the recipient received.
- The amount stated in the remittance transfer receipt was not made available to the recipient, unless:
  - we stated in the remittance transfer receipt that we used estimates and the difference in the amount received and the amount stated in the remittance transfer receipt results from application of the actual exchange rate, fees, and Taxes, or
  - the problem was caused by extraordinary circumstances outside our control.

- Funds were available to the recipient later than the date of availability that was disclosed to you on the remittance transfer receipt or were not delivered, unless:
  - extraordinary circumstances outside our control caused the delay, and we could not reasonably anticipate those circumstances,
  - delays resulted from fraud screenings, or were caused by requirements of the Office of Foreign Assets Controls or similar requirements, or
  - you (or someone assisting you) made the transfer with fraudulent intent.
- You request documentation or information concerning the Remittance Transfer, such as information required to determine if a Remittance Transfer Error occurred.

### **What is not considered a Remittance Transfer Error**

The following are NOT considered Remittance Transfer Errors:

- An inquiry about the status of a Remittance Transfer, except where the funds from the transfer were not made available to a designated recipient by the disclosed date of availability,
- A request for information for tax or other recordkeeping purposes,
- A change requested by the designated recipient, or
- A change in the amount or type of currency received by the designated recipient from the amount or type of currency stated in the disclosure provided you, if we relied on information provided by you in making the disclosure.

### **What to do if you think there has been a Remittance Transfer Error or problem**

If you think there has been a Remittance Transfer Error or problem with your Remittance Transfer:

- Call us at: (832) 799-3583.
- Write us at: VLINKPAY, Attn: Error Resolution Department, 5444 Westheimer Rd Suite 1000 Houston TX 77056

- Log in to your VLINKPAY account at VLINKPAY.com and go to the [Resolution Center](#) and dispute a transaction.

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

- Your name, address and telephone number,
- The error or problem with the transfer, and why you believe it is an error or problem,
- The name of the person receiving the funds, and if you know it, his or her telephone number or address,
- The dollar amount of the transfer, and
- The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. 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 any documents we used in our investigation.

## VLINKPAY USER AGREEMENT

### Other Legal Terms

## Other Legal Terms

### Communications Between You and Us

If you provide us your mobile phone number, you agree that VLINKPAY and its affiliates may contact you at that number using autodialed or prerecorded message calls or text messages to: (i) service your VLINKPAY branded accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. We will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes unless we receive your prior express written consent. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but we will not share your mobile phone number with third parties for their own purposes without your consent. You do not have to agree to receive autodialed or prerecorded message calls or texts to your mobile phone number in order to use and enjoy the products and services offered by VLINKPAY. You can decline to receive autodialed or prerecorded message calls or texts to your mobile phone number by updating your preferences in your VLINKPAY account settings at [www.VLINKPAY.com](http://www.VLINKPAY.com), by contacting [customer support](#), by calling us at

1-832-799-3583, or by replying STOP to a message. The frequency of messages may vary, and standard telephone minute and text charges may apply. Neither we nor your phone carriers are liable for delayed or undelivered messages.

VLINKPAY may communicate with you about your VLINKPAY account and the VLINKPAY services electronically as described in our [Electronic Communications Delivery Policy](#). 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. You will be considered to have received a communication from us, if it's delivered by mail, 3 [Business Days](#) after we send it.

Unless you're communicating with us about a matter where we've specified another notice address (for example, our [Liability for Unauthorized Transactions and Other Errors](#) process), written notices to VLINKPAY must be sent by postal mail to: VLINKPAY, LLC., Attention: Legal Department, 5444 Westheimer Rd Suite 1000 Houston TX 77056.

You understand and agree that, to the extent permitted by law, VLINKPAY may, without further notice or warning, monitor or record telephone conversations you or anyone acting on your behalf has with VLINKPAY or its agents for quality control and training purposes or for our own protection. You acknowledge and understand that while your communications with VLINKPAY may be overheard, monitored, or recorded not all telephone lines or calls may be recorded by VLINKPAY, and VLINKPAY does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

## **VLINKPAY's Rights**

### **VLINKPAY suspension and termination rights**

VLINKPAY, in its sole discretion, reserves the right to suspend or terminate this user agreement, access to or use of its websites, software, systems (including any networks and servers used to provide any of the VLINKPAY services) operated by us or on our behalf or some or all of the VLINKPAY services for any reason and at any time upon notice to you and, upon termination of this user agreement, the payment to you of any unrestricted funds held in your VLINKPAY account.

### **Security interest**

As security for the performance of your obligations under this user agreement, you grant to VLINKPAY a lien on, and security interest in and to, funds held in your VLINKPAY account.

### **Amounts owed to VLINKPAY**

If the balance in your VLINKPAY account becomes negative for any reason, that negative balance represents an amount that you owe to VLINKPAY. VLINKPAY may deduct these amounts from funds that are added to your VLINKPAY account later, either by you or from payments you receive. If you have more than one VLINKPAY account, we may set off a negative balance in one VLINKPAY account



against a balance in your other VLINKPAY account(s), including a Balance Account. If you continue using your VLINKPAY account when it has a negative balance, you authorize VLINKPAY to combine the negative balance with any debit or transaction sent from your account when that combination is disclosed to you in advance of initiating the debit or transaction.

If you hold funds in a VLINKPAY account in multiple currencies, and the balance for one of the currencies becomes negative for any reason, VLINKPAY may set off the negative balance by using funds you maintain in a different currency. If you have a negative balance in non-U.S. dollars for a period of 21 days or longer, VLINKPAY will convert this negative balance to U.S. dollars. In either case, a [currency conversion](#) will be necessary, and VLINKPAY's transaction exchange rate (including our [currency conversion spread](#)) will be used.

In addition to the above, if you have a past due amount owed to us or our affiliates, VLINKPAY may debit your VLINKPAY account to pay any amounts that are past due. This includes amounts owed by using our various products such as Venmo, Xoom or Braintree.

### **Insolvency proceedings**

If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, we'll be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this user agreement.

### **Assumption of rights**

If VLINKPAY invalidates and reverses a payment that you made to a recipient (either at your initiative or otherwise), you agree that VLINKPAY assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in VLINKPAY's discretion.

### **No waiver**

Our failure to act with respect to a breach of any of your obligations under this user agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

## **Indemnification and Limitation of Liability**

In this section, we use the term "VLINKPAY" to refer to VLINKPAY, LLC., and our affiliates, and each of their respective directors, officers, employees, agents, joint venturers, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

### **Indemnification**

**You must indemnify VLINKPAY for actions related to your VLINKPAY account and your use of the VLINKPAY services.** You agree to defend, indemnify and hold VLINKPAY harmless from any claim or demand (including reasonable legal fees)

made or incurred by any third party due to or arising out of your breach of this user agreement, your improper use of the VLINKPAY services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your VLINKPAY account or access our websites, software, systems (including any networks and servers used to provide any of the VLINKPAY services) operated by us or on our behalf, or any of the VLINKPAY services on your behalf.

### **Limitation of liability**

**VLINKPAY's liability is limited with respect to your VLINKPAY account and your use of the VLINKPAY services.** In no event shall VLINKPAY be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of the VLINKPAY services) operated by us or on our behalf, any of the VLINKPAY services, or this user agreement (however arising, including negligence), unless and to the extent prohibited by law.

Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, VLINKPAY is not liable, and you agree not to hold VLINKPAY responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, our websites, software, systems (including any networks and servers used to provide any of the VLINKPAY services) operated by us or on our behalf, or any of the VLINKPAY services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the VLINKPAY services) operated by us or on our behalf and any of the VLINKPAY services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the VLINKPAY services) operated by us or on our behalf or any of the VLINKPAY services or any website or service linked to our websites, software or any of the VLINKPAY services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the VLINKPAY services) operated by us or on our behalf or any of the VLINKPAY services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your VLINKPAY account; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this user agreement or VLINKPAY's policies.

### **Disclaimer of Warranty and Release**

## **No warranty**

**The VLINKPAY services are provided “as-is” and without any representation or warranty, whether express, implied or statutory. VLINKPAY specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.**

VLINKPAY does not have any control over the products or services provided by sellers who accept VLINKPAY as a payment method, and VLINKPAY cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorized to do so. VLINKPAY does not guarantee continuous, uninterrupted or secure access to any part of the VLINKPAY services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the VLINKPAY services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. VLINKPAY will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances are processed in a timely manner but VLINKPAY makes no representations or warranties regarding the amount of time needed to complete processing because the VLINKPAY services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

## **Release of VLINKPAY**

If you have a dispute with any other VLINKPAY account holder, you release VLINKPAY from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise, for example, California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

## **Agreement to Arbitrate**

You and VLINKPAY agree that any claim or dispute at law or equity that has arisen or may arise between you and us will be resolved in accordance with the Agreement to Arbitrate provisions set forth below. Please read this information carefully. Among other things it:

- Affects your and our rights and will impact how claims between you and us are resolved, including your and our agreement to waive the right to trial by jury.

- Includes a [Prohibition of Class and Representative Actions and Non-Individualized Relief](#) pursuant to which you agree to waive your right to participate in a class action lawsuit against us.
- Requires you to follow the [Opt-Out Procedure](#) to opt-out of the Agreement to Arbitrate by mailing us a written notice that must be postmarked no later than 30 days after the date you accept this user agreement for the first time.

If a dispute arises between you and VLINKPAY, our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, we aim to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and VLINKPAY regarding the VLINKPAY services may be reported to customer service online through the [VLINKPAY Help Center](#) at any time, or by calling (832) 799-3583 from Mon-Fri 5:00 AM to 10:00 PM PT and Sat-Sun 6:00 AM to 8:00 PM PT.

## Agreement to Arbitrate

### ***Our Agreement***

You and VLINKPAY each agree that any and all disputes or claims that have arisen or may arise between you and VLINKPAY, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved exclusively through final and binding arbitration or in small claims court. You or VLINKPAY may assert claims in small claims court instead of in arbitration if the claims qualify and so long as the matter remains in small claims court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

### ***Notices of Disputes***

Before bringing any dispute or claim, you or VLINKPAY must first send the other party, by certified mail, a completed [Notice of Dispute](#). You should send this notice to VLINKPAY at: VLINKPAY, LLC., Attn: Legal Specialists, Re: Notice of Dispute,

5444 Westheimer rd suite 1000 Houston TX 77056. VLINKPAY will send any notice to you to the address we have on file associated with your VLINKPAY account; it is your responsibility to keep your address up to date. To be valid, the Notice of Dispute must contain all information called for in the Notice of Dispute form, including but not limited to: your or VLINKPAY's signature, the email address and phone number associated with the customer's VLINKPAY account, a description of the nature and basis of the claims that are being asserted, a statement of the specific relief sought, and any relevant documents and supporting information reasonably available to the claiming party.

If you and VLINKPAY are unable to resolve the claims described in the notice within 45 days after the notice is received by you or VLINKPAY, you or VLINKPAY may commence an arbitration proceeding or suit in small claims court. A form for initiating arbitration proceedings is available on the American Arbitration Association's website at [www.adr.org](http://www.adr.org). The Notice of Dispute requirements are essential in order to give the parties a meaningful chance to resolve disputes informally.

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***Prohibition of Class and Representative Actions and Non-Individualized Relief***

You and VLINKPAY agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and VLINKPAY agree otherwise, the arbitrator(s) may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator(s) may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief

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necessitated by that party's individual claim(s). Any relief awarded cannot affect other VLINKPAY customers.

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***Arbitration Procedures***

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. However, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. All issues are for the arbitrator to decide, except that a court of competent jurisdiction shall decide issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate and issues that this Agreement to Arbitrate indicates that a court can resolve.

Any arbitration will be administered by the American Arbitration Association (referred to as the "AAA"). For all claims in which the value of the relief sought is \$10,000 U.S. dollars or less, the AAA's Consumer Arbitration Rules, as modified by this Agreement to Arbitrate, shall apply without exception. For all other claims, the AAA's rules, including, as applicable, the AAA's Consumer Arbitration Rules, as modified by this Agreement to Arbitrate, shall apply. The AAA's rules are available at [www.adr.org](http://www.adr.org). In the event that the AAA is unavailable to administer the arbitration, another administrator will be selected by the parties or by the court.

Any arbitration hearings shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$25,000 or less, the arbitration will be conducted based solely on written submissions, unless any party requests an in-person, telephonic, or videoconference hearing or the arbitrator decides that a hearing is necessary. In cases where an in-person hearing is held, you and/or VLINKPAY may

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attend by telephone or videoconference, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. No court or arbitrator shall be bound by rulings in prior arbitrations involving different VLINKPAY customers, but a court or arbitrator will be bound by rulings in prior arbitrations involving the same VLINKPAY customer to the extent required by applicable law. The award of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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***Costs of Arbitration***

Payment of all AAA or arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, VLINKPAY will pay all AAA or arbitrator fees associated with the arbitration. Any request for payment of fees by VLINKPAY should be submitted by mail to the AAA along with your Demand for Arbitration and VLINKPAY will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, VLINKPAY will pay as much of the AAA or arbitrator fees as the arbitrator deems necessary to prevent the cost of accessing the arbitration from being prohibitive. In the event the arbitrator determines that either the substance of your or VLINKPAY's claim or the relief sought was frivolous or brought for an improper purpose, then you or VLINKPAY may seek to recover from you or VLINKPAY any fees it paid, including attorneys' fees,

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to the extent permitted by the AAA's rules and applicable law.

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**Severability**

With the exception of any of the provisions in the [Prohibition of Class and Representative Actions and Non-Individualized Relief](#) section above, if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in the [Prohibition of Class and Representative Actions and Non-Individualized Relief](#) section above is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of the Agreement to Arbitrate shall be arbitrated under its terms.

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**Opt-Out Procedure**

If you are a new VLINKPAY customer, you can choose to reject this Agreement to Arbitrate by mailing us a written opt-out notice. The opt-out notice must be postmarked no later than 30 days after the date you accept this user agreement for the first time. You must mail the opt-out notice to VLINKPAY, LLC., Attn: Litigation Department, 5444 Westheimer Rd Suite 1000 Houston TX 77056.

For your convenience, we are providing an [opt-out notice](#) form you must complete and mail to opt out of this Agreement to Arbitrate. You must complete this form by providing all the information it calls for, including your name, address, phone number, and the email address(es) used to log in to the VLINKPAY account(s) to which the opt-out applies. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of

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this Agreement to Arbitrate, all other parts of the user agreement will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

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***Future Amendments to this Agreement to Arbitrate***

Notwithstanding any provision in the user agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against VLINKPAY or you prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by this Agreement to Arbitrate that have arisen or may arise between you and VLINKPAY. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on [www.VLINKPAY.com](http://www.VLINKPAY.com) at least 30 days before the effective date of the amendments and by providing notice through email. If you do not agree to these amended terms, you may close your VLINKPAY account within the 30-day period and you will not be bound by the amended terms.

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## **Intellectual Property**

### **VLINKPAY's trademarks**

"VLINKPAY.com," "VLINKPAY," and all logos related to the VLINKPAY services are either trademarks or registered trademarks of VLINKPAY or VLINKPAY's licensors. You may not copy, imitate, modify or use them without VLINKPAY's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of VLINKPAY. You may not copy, imitate, modify or use them without our prior written consent. You may use HTML logos provided by VLINKPAY for the purpose of directing web traffic to the VLINKPAY services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes VLINKPAY or the VLINKPAY services or display them in any manner that implies VLINKPAY's sponsorship or endorsement. All right, title and interest in and to the VLINKPAY websites, any

content thereon, the VLINKPAY services, the technology related to the VLINKPAY services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of VLINKPAY and its licensors.

### **License grants, generally**

If you are using VLINKPAY software such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded or otherwise accessed through a web or mobile platform, then VLINKPAY grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and/or use VLINKPAY's software in accordance with the documentation accompanying such software. This license grant applies to the software and all updates, upgrades, new versions and replacement software. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation, access and use requirements contained in all documentation accompanying the VLINKPAY services. If you do not comply with implementation, access and use requirements you will be liable for all resulting damages suffered by you, VLINKPAY and third parties. VLINKPAY may update or discontinue any software upon notice to you. While VLINKPAY may have (1) integrated certain third-party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third-party materials and technology to facilitate providing you with the VLINKPAY Services, you have not been granted and do not otherwise retain any rights in or to any such third-party materials. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third-party materials or technology, or otherwise create any derivative works from any of the software or third-party materials or technology. You acknowledge that all rights, title and interest to VLINKPAY's software are owned by VLINKPAY and any third-party materials integrated therein are owned by VLINKPAY's third-party service providers. Any other third-party software application you use on the VLINKPAY websites is subject to the license you agreed to with the third party that provides you with this software. You acknowledge that VLINKPAY does not own, control nor have any responsibility or liability for any such third-party software application you elect to use on any of our websites, software and/or in connection with the VLINKPAY services.

### **License grant from you to VLINKPAY; intellectual property warranties**

VLINKPAY does not claim ownership of the content that you provide, upload, submit or send to VLINKPAY. Nor does VLINKPAY claim ownership of the content you host on third-party websites or applications that use VLINKPAY services to

provide payments services related to your content. Subject to the [next paragraph](#), when you provide content to VLINKPAY or post content using VLINKPAY services, you grant VLINKPAY (and parties that we work with) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights to help us improve, operate and promote our current services and develop new ones. VLINKPAY will not compensate you for any of your content. You acknowledge that VLINKPAY's use of your content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against VLINKPAY.

### **License grant from sellers to VLINKPAY**

Notwithstanding the provisions of the [prior paragraph](#), if you are a seller using the VLINKPAY services to accept payments for goods and services, you hereby grant VLINKPAY and its affiliates a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free, fully paid-up, right to use and display publicly, during the term of this user agreement, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, service marks, logos, domain names and other designations owned, licensed to or used by you) for the purpose of (1) identifying you as a merchant that accepts a VLINKPAY service as a payment form, and (2) any other use to which you specifically consent.

## **Miscellaneous**

### **Assignment**

You may not transfer or assign any rights or obligations you have under this user agreement without VLINKPAY's prior written consent. VLINKPAY may transfer or assign this user agreement or any right or obligation under this user agreement at any time.

### **Business Days**

"Business Day(s)" means Monday through Friday, excluding holidays when VLINKPAY's offices are not considered open for business in the U.S. Holidays include New Year's Day (January 1), Martin Luther King, Jr.'s Birthday (the third Monday in January), George Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a holiday falls on a Saturday, VLINKPAY observes the holiday on the prior Friday. If the holiday falls on a Sunday, VLINKPAY observes the holiday on the following Monday.

## Consumer fraud warning

We're always looking for ways to help keep you even more secure. So stay on the lookout for some of these common scams:

- Phishing: a scammer sends forged or faked electronic documents or emails falsely claiming to be VLINKPAY or coming from VLINKPAY but asks you to send money outside your VLINKPAY account.
- Relative in Need: a scammer impersonates a family member (commonly grandchildren) and claims there is an emergency requiring you to send money.
- Lottery or Prize: a scammer informs you that you've won a lottery or prize and must send money in order to claim it.
- Debt Collection: a scammer impersonates a debt collector and induces you to send money using threats or intimidation.
- Employment Related: a scammer instructs you to send money in connection with a fraudulent offer of employment.

Always use common sense when sending money. If something sounds too good to be true, it probably is. Only send money for yourself and not for others. Remember that if you don't send the payment through your VLINKPAY account, you're not covered by VLINKPAY Purchase Protection. Please let us know immediately if you believe someone is trying to scam or defraud you by [contacting us](#).

## Dormant accounts

If you do not log in to your VLINKPAY account for two or more years, VLINKPAY may close your VLINKPAY account and send any funds in the VLINKPAY account, including any balance in a linked Balance Account to your primary address (if we have verified the [required identifying information](#) that you have provided to us) or, if required, escheat (send) those funds to your state of residency. VLINKPAY will determine your state of residency based on the state listed in the primary address for your VLINKPAY account. If your address is unknown or registered in a foreign country, the funds in your VLINKPAY account, including any balance in a linked Balance Account will be escheated to the State of Delaware. Where required, VLINKPAY will send you a notice prior to escheating any funds in your VLINKPAY account, including any balance in a linked Balance Account. If you fail to respond to this notice, the funds in your VLINKPAY account, including any balance in a linked Balance Account will be escheated to the applicable state. If you would like

to claim any escheated funds from the applicable state, please contact the applicable state's unclaimed property administrator.

### **Governing law**

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this user agreement, the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this user agreement and any claim or dispute that has arisen or may arise between you and VLINKPAY.

### **Identity authentication**

You authorize VLINKPAY, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include:

- asking you for further information, such as your date of birth, a taxpayer identification number, your physical address and other information that will allow us to reasonably identify you;
- requiring you to take steps to confirm ownership of your email address or financial instruments;
- ordering a credit report from a credit reporting agency, or verifying your information against third-party databases or through other sources; or
- requiring you to provide your driver's license or other identifying documents.

Anti-money laundering and counter-terrorism financing laws may require that VLINKPAY verify the [required identifying information](#) if you use certain VLINKPAY services. VLINKPAY reserves the right to close, suspend, or limit access to your VLINKPAY account and/or the VLINKPAY services in the event that, after reasonable inquiries, we are unable to obtain information about you required to verify your identity.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to VLINKPAY or its service provider for the duration of your business relationship, solely to help VLINKPAY identify you or your wireless device and to prevent fraud. See our [Privacy](#) for how we treat your data.

### **VLINKPAY is only a payment service provider**

We act as a payment service provider only. We do not:

- Act as an escrow agent with respect to any funds kept in your account;

- Act as your agent or trustee;
- Enter into a partnership, joint venture, agency or employment relationship with you;
- Guarantee the identity of any buyer or seller;
- Determine if you are liable for any [Taxes](#), unless otherwise provided; or
- Unless otherwise expressly set out in this agreement, collect or pay any [Taxes](#) that may arise from your use of our services.

### **Assessment of your website**

If you integrate or otherwise reference VLINKPAY services on your website, VLINKPAY may use automated technologies (e.g., website crawling) to assess your website and collect any publicly accessible or available data to ensure compliance with this agreement and to combat malicious or fraudulent activity.

In connection with such technologies, VLINKPAY will not collect any of your customer personal data. However, there may be times we collect personal data about you that you publish on your websites. Such personal data shall be processed for the purposes described in this section and shall be subject to our [Privacy](#).

### **Privacy**

Protecting your privacy is very important to us. Please review our [Privacy](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

### **Translation of agreement**

Any translation of this user agreement is provided solely for your convenience and is not intended to modify the terms of this user agreement. In the event of a conflict between the English version of this user agreement and a version in a language other than English, the English version shall control.

### **Unlawful internet gambling notice**

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through your VLINKPAY account or your relationship with VLINKPAY. Restricted transactions generally include, but are not limited to, transactions in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with unlawful Internet gambling.

### **Your use (as a seller) of personal data; Data protection laws**

If you (as a seller) receive personal data about another VLINKPAY customer, you must keep such personal data confidential and only use it in connection with the VLINKPAY services. You may not disclose or distribute any personal data about VLINKPAY customers to a third party or use such personal data for marketing purposes unless you receive that customer's express consent to do so. You may not send unsolicited emails to a VLINKPAY customer or use the VLINKPAY services to collect payments to send, or assist in sending, unsolicited emails to third parties. To the extent that you process any personal data about a VLINKPAY customer pursuant to this agreement, you and VLINKPAY will each be an independent data controller (and not joint controllers), meaning we will each separately determine the purposes and means of processing such personal data. We each agree to comply with the requirements of any applicable privacy and data protection laws, including any applicable regulations, directives, codes of practice, and regulatory requirements applicable to data controllers in connection with this agreement. We each also have and will follow our own independently determined privacy statements, notices, policies, and procedures for any such personal data that we process in connection with this agreement.

In complying with the applicable data protection laws, we will each:

- implement and maintain all appropriate security measures in relation to the processing of such personal data;
- maintain a record of all processing activities carried out under this agreement; and
- not knowingly or intentionally do anything, or knowingly or intentionally permit anything to be done, which might lead to a breach by the other party of the applicable data protection laws.

Any personal data you collect in connection with the VLINKPAY services (and not otherwise generated, collected, or obtained by you through a customer's separate relationship with you outside the use of the VLINKPAY services) will be used by you only to the limited extent that is necessary and relevant to the VLINKPAY services and for no other purpose unless you have obtained the prior express consent of the customer.