

Hyperwallet Terms and Conditions

These Terms of Service are effective as of February 1, 2017.

USER TERMS

Hyperwallet is a global payment services provider. We provide the payment services and related functionality and technology in support of those services as further described herein (collectively the “Services”) to Hyperwallet’s business and commercial customers (each a “Payor”) who desire to make payments to their designated payees. Your primary interface with the Services is through a Hyperwallet technology portal which may be accessed through a website, application programming interface/API, embedded in or integrated with your Payor’s own platform or system, or other method (the “Pay Portal”). The Pay Portal is part of the Services.

By registering to use the Services, accessing the Pay Portal, or using the Services at any time, you accept all of the terms and conditions contained in these User Terms and in each of the following schedules:

- [Affiliates and Governing Law Terms](#)
- [Payment Services Terms](#),
- [Privacy Policy](#),
- [Electronic Signature and Communications Delivery Policy](#),
- Cardholder Agreements (if you are issued a Hyperwallet Card)

(collectively, the “Terms of Service”).

The Terms of Service are a contract between you and the Hyperwallet affiliate or affiliates as described below, and govern your use and receipt of the Services. As such, these are important documents which you should read and consider carefully. Please print or save a copy of these Terms of Service for your records.

We reserve the right to change the Terms of Service at any time by posting a revised version in the Pay Portal. The revised version will be effective at the time we post it to the Pay Portal. You are responsible for regularly reviewing the Terms of Service. Your continued access to the Pay Portal and use of the Services after the date of any changes constitutes your acceptance of any new or changed Terms of Service. If you do not wish to accept the new or changed Terms of Service, you must cease accessing the Pay Portal and discontinue use of the Services.

If there is any conflict between the User Terms and any other parts of the Terms of Service, the User Terms will prevail.

The terms “you”, “your” and “payee” refer to users of the Services or any other eligible users of the Pay Portal. The terms “Hyperwallet”, “we”, “us”, “our”, and similar terms, refer to the party with whom you are contracting as described herein. Other capitalized terms not otherwise defined within the body of the User Terms shall have the meanings set forth in the Definitions section herein.

1. About Hyperwallet

Hyperwallet operates and provides the Services through local affiliates (each an “Affiliate”) around the world. Together with their respective parents, subsidiaries and affiliates, these Affiliates are individually and collectively known as “Hyperwallet.”

You are contracting with and receiving the Services from the Affiliate based upon your country of location as described in the [Affiliates and Governing Law Terms](#). These Affiliates may be registered and licensed in various jurisdictions with relevant regulatory agencies as set forth in [Licenses and Complaints](#).

Notwithstanding the Affiliate you are contracted with based on your country of location, Hyperwallet may delegate to any other Affiliates, agents, suppliers and contractors any of the obligations herein imposed upon Hyperwallet and Hyperwallet may disclose to any such persons any information required by them to perform the duties so delegated to them.

2. The Services

The Services allow you to receive payments from and as directed by your Payor through one of several methods as offered and supported by your Payor such as a transfer to your bank account, load to a prepaid card issued to you by a third-party issuer (“Hyperwallet Card”), load to your existing debit card, issuance of e-money account (where available), check, cash pickup at collection locations provided by third-party money transfer providers (e.g. Western Union), and other payment methods (each a “Payout Method”), all as supported and made available by Hyperwallet from time to time. The Services are delivered through the Pay Portal, the Affiliates, and a network of banks and financial service providers (“Network Partners”) and are subject to additional terms and conditions set forth in the [Payment Services Terms](#).

In some jurisdictions, the Services may include money remittance/transmission, the issuance and distribution or sale of electronic money (“E-money”) or stored value, and/or the ability for you to receive payments from Payor in your local currency. These Services are subject to additional terms and conditions set forth in the [Payment Services Terms](#).

3. Business Purpose Restrictions

The Services are subject to certain limits and availability and not all Services, Payout Methods, functionality of or access to the Services, including the Pay Portal may be made available to you. The Services are not offered to consumers or the general public and are only available and provided to you in connection with your commercial relationship with and as a designated payee and beneficiary of a Payor in order to receive funds from your Payor.

The Services are intended to enable payments for non-wage, non-payroll, business-related and commercial activities in connection with your relationship with your Payor and are not intended and may not be used for personal, household or family purpose. By registering for the Services, you attest that you are using the Services for commercial purposes as an independent contractor of Payor and not for the receipt of any wages subject to payroll withholding or otherwise for personal, household or family purposes.

Notwithstanding any of the Services provided hereunder, Hyperwallet is not responsible for and does not have any liability with respect to any of the products, services, or activities for which you receive payment via the Pay Portal or any of the actions or inactions of any Payor or any third party, including but not limited to any dispute as to any amount of funds paid or payable to you by such Payor or otherwise. Additional restrictions as to the use of the Services are set forth in the [Payment Services Terms](#).

4. Third-Party Services

In connection with the Service, you may be able to elect to receive certain services from other service providers of Hyperwallet (each such service, a "Third-Party Service," and each such entity, a "Provider"). Hyperwallet is not responsible for such Providers, the Third-Party Services or any material, information or results available through such Third-Party Services. The applicable Providers may require you to agree to terms and conditions or agreements with respect to their provision of the Third-Party Services to you. You are solely responsible for, and assume all risk arising from, your election and receipt of any Third-Party Service. If you elect to receive a Third-Party Service, you authorize Hyperwallet to submit to the applicable Provider any and all documents and information about you and your Payor necessary for such Provider to provide the Third-Party Service to you, including without limitation your personally identifiable information, requested by such Provider that you have provided to Hyperwallet in connection with this Agreement and your receipt of the Service. You are responsible for the accuracy of all information you provide to us and approve to be submitted to Providers. You represent and warrant that you have all the rights in and to any information necessary to provide information to Hyperwallet, and that Hyperwallet's use of information as contemplated hereunder will not violate any rights of privacy or other proprietary rights, or any applicable local, state or federal laws, regulations, orders or rules. You agree that by electing to receive a Third-Party Service, and consenting and authorizing Hyperwallet to submit your information to a Provider, you have waived and released any claim against Hyperwallet arising out of a Provider's use of your information. In no event will Hyperwallet be liable to you or any third party for any direct, indirect, consequential, special, or punitive loss or damages regardless of whether such damages are based on contract, tort (including negligence), strict liability, or any other theory or form of action or whether Hyperwallet knew or should have known of the likelihood of such damages in any circumstances.

5. Eligibility

To be eligible to use the Services, you must be a designated payee of a Payor, at or above an age of majority in your country of location, and located in a country supported by Hyperwallet. To receive the Services, you must complete the registration process by providing current, complete and accurate information as prompted by the registration process on the Pay Portal and agreeing to the Terms of Service. Some registration and other identifying information may be provided to Hyperwallet directly from your Payor from time to time. Multiple registrations are prohibited. You may register only once, and each user must maintain a separate registration. If we detect multiple active registrations for a single user, we reserve the right to merge or terminate the registrations and refuse to permit you to use the Service without notification to you. If you register for the Services on behalf of a business or commercial entity, you must be legally authorized to agree to the Terms of Service on its behalf.

6. Identity Verification and Third-Party Permissions

You acknowledge and agree that Hyperwallet may, at any time, as a condition of using Services and in accordance with our [Privacy Policy](#), ask you for information that will allow us to reasonably identify you, require you to take steps to confirm the accuracy and/or completeness of information you have provided to us, and/or verify your information against third-party databases or through other means for purposes of providing the Services to you. Information we may require from you may include your name, address, date of birth, government identification number, taxpayer identification number, phone number, email address, and other information that will allow us to identify you. We may require you to provide documentation, which may include your passport, driver's license, or other government issued photo identification document. We may also contact you if we have additional questions. Hyperwallet reserves the right to close, suspend, limit or deny access to the Services in the event we are unable to obtain this information, for any reason or for no reason, in our sole discretion.

You expressly consent to the disclosure of your information to third-party verification service(s) providers, Network Partners, government agencies, and other third parties for identity verification purposes, to meet anti-money laundering, anti-terrorist financing, transaction monitoring, and suspicious activity reporting requirements, or as otherwise required to provide you with the Services. You acknowledge and authorize that information concerning the location of the device you use to access the Pay Portal may be used to assess location, may be obtained at any time while logged into the Pay Portal, and such information may be used or disclosed as a part of the Services and your eligibility for use of the Services. Any third party to which your information is transmitted will be bound to maintain your confidentiality and may not use the information supplied for any unauthorized purpose other than to verify your identity, meet our legal, regulatory, risk requirements, provide the Services, or as otherwise described herein or in the [Privacy Policy](#).

7. Your Responsibilities

You are responsible for maintaining adequate security and control of any and all IDs, usernames, passwords, personal identification numbers (PINs), or any other codes that you use to access the Pay Portal, the Services or in conjunction with Services. You expressly acknowledge and agree that failure to maintain the security of these items may result in unauthorized transactions and/or loss to you for which Hyperwallet is not responsible to reimburse you or otherwise pay you for any such loss. You agree to notify Hyperwallet immediately of any unauthorized use of your Pay Portal or any other breach of security. You will be responsible for any transfer of funds request received via your Pay Portal unless we are notified of unauthorized use in the

manner set out in these User Terms. You are urged to take appropriate safeguards before downloading information from the Pay Portal. We assume no responsibility for any damages to computer equipment or other property that may result from use of the Pay Portal or downloading anything from the Pay Portal.

Notwithstanding the foregoing, you are responsible for any and all activities, acts or omissions that occur in relation to your Pay Portal, including the content of your transmissions through the Services. You are responsible for ensuring that your Internet connection or any other method that you use to connect to the Pay Portal. You represent that your email account and all information sent to and from your email account is secure and nobody has access to your email account except for you. You also acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold Hyperwallet responsible for, and will defend and indemnify Hyperwallet from, any liability arising from the actions or inactions of this third party in connection with any permissions you grant.

Notwithstanding any other term or condition of these User Terms, you may not assign or transfer your right to utilize the Pay Portal to a third party or otherwise grant any third party a legal or equitable interest in connection with the Pay Portal.

8. User Conduct

You agree that you may not and will not use the Services:

1. for any purpose that is unlawful, fraudulent, deceitful, untruthful, misrepresentative, dishonest or related in any manner to unlawful, unethical or morally questionable activities or is directly or indirectly related to the foregoing;
2. if you are located, residing, working or conducting business in any country restricted by any of the following, which Hyperwallet may update from time to time without prior notification to you: Special Economic Measures Act (Canada), the United Nations Act (Canada), the Freezing Assets of Corrupt Foreign Officials Act (Canada), the U.S. Office of Foreign Assets Controls' ("OFAC") Specially Designated Nationals and Blocked Persons List, or the U.S. Department of State's Designated Foreign Terrorist Organizations List, as applicable and as, may be amended from time to time; or (ii) any applicable sanction, directive or other action by Foreign Affairs and International Trade Canada, OFSI, OFAC or the United Nations or any other Canadian, U.S, Australian, or European governmental authority regarding terrorism or money laundering;
3. for any illegal purposes including but not limited to fraud and money laundering. We will report any suspicious activity to the relevant law enforcement agency;
4. in any attempt to abuse, exploit or circumvent any law or regulation;
5. In any manner that attempts to tamper, hack, modify, frame, "deep link" or otherwise bypass or attempt to bypass security, functionality, entry points or any other features of the Service or the Pay Portal;
6. directly or indirectly, either separately or as part of another service, attempt to resell the Service; or
7. for any purpose that Hyperwallet prohibits in its sole discretion or as otherwise prohibited by the Terms of Service.

9. Fees

Fees applicable to Services ("Fees") are established pursuant to an agreement between your Payor and Hyperwallet. In accepting the User Terms you agree to pay all applicable Fees associated with the Pay Portal and any and all Payout Methods made available to or selected by you. Fees payable by you will be either: i) deducted from the amount transferred in the specific transaction to which the fee is applicable, upon your execution of the transaction (for example, when you direct us to receive a payment from your Payor to your bank account through the Pay Portal, the amount transferred to your bank account will be the amount you specify, less the fee applicable to Transfer Funds to Local Bank Account); and/or ii) deducted automatically from available funds reflected in your Pay Portal. You hereby authorize us to deduct all Fees from the amounts transferred and/or reflected in your Pay Portal, as applicable. All Fees are in U.S. Dollars unless otherwise stated.

In addition, Network Partners and other third parties facilitating the Services may impose additional fees on transactions, which will be deducted from available funds reflected in your Pay Portal balance. In the event that you provide inaccurate payment information and a transaction is rejected, Hyperwallet may be charged payment rejection fees by the bank or financial institution receiving the transaction request. These payment rejection fees are your responsibility and may be deducted by Hyperwallet from the available funds reflected in your Pay Portal. Any bank processing fees, currency exchange fees or intermediary fees which may be charged by your bank or any other payment provider not directly associated with Hyperwallet are your sole responsibility. You are also responsible for SMS, data services, and any similar phone or internet service fees associated with your use of the Services via computer, mobile device or otherwise.

Hyperwallet reserves the right to change or otherwise adjust Fees at the direction of your Payor or otherwise at our sole discretion. We will publish updated fees on the Pay Portal. Fees will take effect immediately unless otherwise stated.

10. Suspension or Termination of Services

Hyperwallet may at any time suspend or terminate all or any portion of the Services, including access to the Pay Portal, for any reason whatsoever as determined by Hyperwallet and/or at the instruction of your Payor, each in their sole discretion. Upon such event, your access to and/or use of the affected Services will immediately be suspended or terminated, as the case may be.

11. Closing your Pay Portal

You may close your Pay Portal at any time by [Contacting Payor](#). Upon your Pay Portal closure, we will cancel any pending transactions and you will have a limited period of time (as determined by Hyperwallet) to transfer any remaining funds during which time your Pay Portal will be accessible for the purpose of transferring any remaining funds or balance to your Payout Method. You acknowledge that if you continue to have a relationship with your Payor and you choose to close your Pay Portal, you will not be able to receive any further payments from your Payor unless a Pay Portal is re-opened or a new one is opened.

You may not close your Pay Portal to evade an investigation. If you attempt to close your Pay Portal while we are conducting an investigation, we may hold any funds or balance for up to 180 Days to protect Hyperwallet, its Affiliates, any Network Partner, or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. You agree to cooperate in any investigation of any suspected unlawful, fraudulent or improper activity and will remain liable for all obligations related to your Pay Portal even after the Pay Portal is closed.

12. Escheatment

If you do not access your Pay Portal or your Pay Portal is inactive for three (3) years or more, Hyperwallet may close your Pay Portal and any remaining funds reflected in your Pay Portal will be sent to the owner of such funds as determined by the [Payment Services Terms](#). If your Payor is the owner of the funds, the funds will be sent back to the Payor or, if required, escheated in accordance with applicable unclaimed property laws. If you are the owner, the funds will be sent to your primary address or, if required, escheated in accordance with applicable unclaimed property laws pursuant to the chart described in the [Affiliates and Governing Law Terms](#). Hyperwallet will determine your residency based on the information in your Profile on the Pay Portal. We will make reasonable efforts to contact you before transferring escheatable funds owned by you. If your funds have already been escheated and you would like to claim such escheated Pay Portal funds, please contact the applicable state's or country's unclaimed property administrator. We can tell you whether funds have been escheated by [Contacting](#) Payor.

Notwithstanding the above, escheatment of funds on Hyperwallet Cards, if any, will be managed in the manner described in the applicable Cardholder Agreement.

13. Dispute Resolution

Information regarding payments received, transfers made from your Pay Portal, Hyperwallet Card activity, and certain other Services activity are displayed in the "History" section of Pay Portal. You should check your transaction history regularly and report any unauthorized transactions, unauthorized changes, suspicious activity, errors, irregularities or other complaints as soon as possible by [Contacting](#) Payor.

In order to file a claim for an unauthorized or incorrectly executed transaction, you must notify us as soon as possible after the date of the transaction. Notwithstanding when you notify us, you understand we may not be able to reverse or correct the unauthorized or incorrect transaction. With respect to any Hyperwallet Card transaction, you must follow the instructions and timeframes set forth in your Cardholder Agreement.

After [Contacting Payor](#) we will work with you and your Payor as necessary to attempt to resolve your complaint as quickly as possible under the circumstances. In some situations, it may take up to 8 weeks to resolve your complaint. We may require you to provide us details of your complaint in writing and request additional information in order to investigate your complaint. If you are a resident of the U.S. states listed in [Licenses and Complaints](#) and receiving money transmission services from HSI USA, Inc. as listed in the [Payment Services Terms](#), and you feel your question or issue remains unresolved after [Contacting](#) Payor, you may also contact these states directly as further set forth in [Licenses and Complaints](#)

14. Agreement to Arbitrate (and prohibition of class/representative actions and non-individualized relief)

THE FOLLOWING AGREEMENT TO ARBITRATE PROVISION APPLIES ONLY TO RESIDENTS OF THE UNITED STATES AND ANY USERS OF THE SERVICES WHERE THE SERVICES IN QUESTION ARE GOVERNED UNDER THE LAWS OF THE UNITED STATES AS SET FORTH ON THE [AFFILIATES AND GOVERNING LAW TERMS](#).

This Agreement to Arbitrate contains provisions that govern the resolution of legal claims arising between you and us, which will require you to submit claims you have against us to binding and final arbitration, unless you opt out of the Agreement to Arbitrate within 30 Days after the date you accept the Terms of Service for the first time.

YOU HEREBY CONSENT TO ARBITRATION OF ALL CLAIMS BEFORE A SINGLE ARBITRATOR. THE ARBITRATOR WILL BE SELECTED AND THE ARBITRATION CONDUCTED PURSUANT TO THE COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). NO "CLASS" OR SIMILAR GROUP ARBITRATION SHALL BE PERMITTED. ALL ARBITRATION HEARINGS OR SIMILAR PROCEEDINGS SHALL BE HELD IN AUSTIN, TEXAS, ALTHOUGH YOU MAY ELECT TELEPHONIC PROCEEDINGS OR WAIVE ANY HEARING.

THE AAA COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES ARE AVAILABLE FOR REVIEW AT: [HTTPS://WWW.ADR.ORG/AAA/FACES/RULES](https://www.adr.org/aaa/faces/rules) (CLICK RULES, THEN CLICK COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES). BY AGREEING TO BE BOUND BY THE TERMS OF SERVICE, YOU EITHER (A) ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE RULES OR (B) WAIVE YOUR OPPORTUNITY TO READ THESE RULES AND ANY CLAIM THAT THESE RULES ARE UNFAIR OR SHOULD NOT APPLY FOR ANY REASON.

ANY ARBITRAL AWARD SHALL BE FINAL AND BINDING AND MAY BE ENFORCED BY ANY COURT OF COMPETENT JURISDICTION.

YOU UNDERSTAND THAT, IN RETURN FOR YOUR AGREEMENT TO THIS SECTION, WE ARE ABLE TO OFFER YOU THE SERVICE AT THE TERMS DESIGNATED, AND THAT YOUR ASSENT TO THIS SECTION IS AN INDISPENSABLE CONSIDERATION TO THIS AGREEMENT.

YOU ALSO ACKNOWLEDGE AND UNDERSTAND THAT, WITH RESPECT TO ANY CLAIM:

1. YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY AND TRIAL BY JUDGE;
2. YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY SUCH DISPUTE; and

3. YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY SUCH DISPUTE.

Unless you opt out: (1) you will only be permitted to pursue claims against Hyperwallet on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

If a dispute arises between you and Hyperwallet, our goal is to investigate and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and Hyperwallet regarding the Services may be reported by [Contacting Payor](#) and as further set forth in the dispute resolution provision above.

You and Hyperwallet each agree that any and all disputes or claims that have arisen or may arise between you and Hyperwallet, 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, rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted.

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

You can choose to reject this Agreement to Arbitrate by mailing us a signed, written opt-out notice which includes your name, address, phone number, and the email address(es) used to log in to the Pay Portal to which the opt-out applies. The opt-out notice must be postmarked no later than 30 days after the date you accept the Terms of Service for the first time. You must mail the opt-out notice to HSI USA Inc., Attention: Legal Department, 11401 Century Oaks Terrace, Suite 400, Austin, TX 78758. This Section is made pursuant to a transaction involving interstate commerce and will be governed and enforced by the Federal Arbitration Act, 9 U.S.C.1-16.

15. Privacy Policy

By agreeing to these User Terms, you acknowledge and consent to Hyperwallet's [Privacy Policy](#) which may be revised from time to time by posting a revised version of the policy. The revised version will be effective at the time we post it. The [Privacy Policy](#) is accessible by clicking the following link: [Privacy Policy](#) as well as on [hyperwallet.com](#).

16. Electronic Signature and Communications Delivery Policy

This [Electronic Signature and Communications Delivery](#) Policy describes how Hyperwallet communicates with you electronically. To the fullest extent permitted, you agree and consent to receive any and all communications, agreements, policies, schedules, addenda, statements, history and transaction information, documents, legal and regulatory notices and disclosures, and other content of any type or nature (collectively, "Communications") that we provide in connection with the Pay Portal and the Services electronically instead of in paper form. The policy is accessible by clicking the following link: [Electronic Signature and Communications Delivery Policy](#).

17. Contacting You

In addition to electronic Communications described above, you understand and agree that we may contact you using autodialed or prerecorded message calls or text messages at the telephone number(s) you have provided us to (i) provide notices regarding the Services, your Pay Portal or Pay Portal activity; (ii) respond to your inquiries; and/or (iii) investigate or prevent fraud. Standard telephone minute and text charges may apply.

You understand and agree that we may, without further notice or warning and in our discretion, monitor or record telephone conversations with you or anyone acting on your behalf. You acknowledge and understand that, your communications with Hyperwallet may be overheard, monitored, or recorded without further notice or warning.

18. Contacting Us

If you have any questions about the Services, your Pay Portal, a transaction, and/or require technical support, we encourage you to [contact](#) your Payor directly. Your Payor may then contact us should additional assistance and support be required.

All notices to Hyperwallet must be sent by postal mail to the Legal Notice Mailing address associated with the Hyperwallet Affiliate with whom you are contracted for the Services as set forth on the [Affiliates and Governing Law Terms](#).

19. Copyright and Other Intellectual Property Rights

The Pay Portal contains copyrighted material, trade-marks and other proprietary and in some circumstances confidential information of Hyperwallet and others (collectively "Proprietary Material"), which may include, but shall not be limited to text, documents, information, data, articles, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials (collectively with the Proprietary Material, "Content"). All Proprietary Material is owned by Hyperwallet, its licensors and various third parties and is protected by applicable intellectual property rights

including copyright, patent and trade-mark legislation and treaties. You agree not to modify, publish, copy, transmit, register or claim title to, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary Material except for copying that occurs in the ordinary course of browsing the Internet and personal copies of Pay Portal information that you make for your personal use including for your own records. You agree to respect any copyright, trade-mark, patent and other proprietary rights contained in any Proprietary Material on the Pay Portal. The only rights that you can have in Proprietary Material outside of the Terms of Services are those granted in writing by Hyperwallet or other owners with rights to the Proprietary Material.

20. Links and Content

The links included within the Pay Portal may cause you to leave the Pay Portal in order to gain access to other web sites including those related to Third-Party Services ("Linked Sites"). The Linked Sites are not under the control of Hyperwallet and we are not responsible for the content of any Linked Site, the services provided at any Linked Site, any link contained in a Linked Site, or any changes or updates to such sites unless otherwise noted on such sites. We provide these links to you only as a convenience. We may amend, add or delete links on the Pay Portal as we determine in our sole discretion. The inclusion of any link to any Linked Sites in our Pay Portal or any link on a third party's site to our Pay Portal does not reflect an endorsement by us nor does it necessarily reflect any association with their operators. When you access Linked Sites, you do so at your own risk.

The Content is intended for information purposes only. Although we exercise reasonable efforts to ensure their quality and accuracy, there might be errors, or the information provided may not be complete, current, or applicable to your particular situation. We assume no liability or responsibility for any errors or omissions. You are responsible for evaluating the accuracy, completeness, and usefulness of any opinion, advice, or other content available through the Pay Portal or obtained from a Linked Site.

21. Disclaimers

THE USE OF THE SERVICES AND THE PAY PORTAL IS AT YOUR OWN RISK. THE PAY PORTAL, AND ANY RELATED INFORMATION, CONTENT AND/OR MATERIALS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. HYPERWALLET HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; NON-INFRINGEMENT; AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE; OTHER THAN THOSE WARRANTIES WHICH ARE IMPOSED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. THE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Without limiting the generality of the foregoing, you agree that Hyperwallet does not warrant or represent that:

1. the operation of the Services will be uninterrupted or error free, or that defects will be corrected;
2. the Service, or the servers that make it available, are free of viruses or other harmful components; and/or,
3. the use or the results of the use of the Service will be correct, accurate, timely, or otherwise reliable.

We make reasonable attempts to exclude viruses from the Pay Portal, but cannot ensure that the Pay Portal will be at all times free from viruses or other destructive software.

You further agree, without limiting the generality of the foregoing, that Hyperwallet shall not be responsible or liable to you for:

1. any Payor or the failure of a Payor to pay you;
2. the products or services for which you receive or intend to receive payment via the Pay Portal or the Services;
3. unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service;
4. any loss due to payments to unintended users due to the input by you of incorrect information or for payments in incorrect amounts;
5. any service interruptions, including, but not limited to, system failures, power outages, or other interruptions that may affect processing, settlement, acceptance or disbursement in connection with the Services; and/or,
6. the inability to perform our obligations because of factors beyond our control.

22. Limitation of Liability

IN NO EVENT SHALL HYPERWALLET, ITS AFFILIATES, AGENTS, SUBCONTRACTORS, REPRESENTATIVES, NETWORK PARTNERS OR YOUR PAYOR BE LIABLE TO YOU OR ANY OTHER PARTY AND YOU HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO SUE ANY OF THE FOREGOING ENTITIES, FOR ANY LOSS OR INJURY OR ANY DAMAGES, EITHER DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR LOST SAVINGS) RESULTING FROM OR IN ANY WAY CONNECTED TO: (A) YOUR USE OF THE PAY PORTAL OR THE SERVICES; (B) ANY ERROR, FAILURE OR DELAY OF, INCLUDING, BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE, THE SERVICES, ANY FUNCTIONALITY OF THE SERVICES, OR ANY COMPONENT OF THE PAY PORTAL, FOR ANY REASON; (C) THE PERFORMANCE OR NON PERFORMANCE BY HYPERWALLET OR ITS AGENTS, SUBCONTRACTORS OR NETWORK PARTNERS, ANY PAYOR, THIRD-PARTY SERVICE PROVIDER PRODUCTS OR SERVICES, OR LINKED SITES; (D) ANY UNAUTHORIZED OR FRAUDULENT TRANSACTIONS AFFECTING YOU; OR, (E) ARISING OUT OF ANY THIRD-PARTY SERVICE PROVIDER'S USE OF SHARED INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES ARISING OUT OF ANY OF THE FOREGOING. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

IN NO EVENT SHALL HYPERWALLET, ITS AFFILIATES, DIRECTORS, OFFICERS OR EMPLOYEES, OR YOUR PAYOR, BE LIABLE FOR ANY ACT OR OMISSION OF ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, ANY OF HYPERWALLET'S AGENTS, SUBCONTRACTORS, REPRESENTATIVES, SUPPLIERS OR NETWORK PARTNERS, ANY OTHER USERS OF THE PAY PORTAL, THIRD-PARTY SERVICE PROVIDERS, PROVIDERS OF A LINKED SITE, OR FOR ANY CIRCUMSTANCE BEYOND THE REASONABLE CONTROL OF HYPERWALLET.

IN NO EVENT SHALL THE TOTAL LIABILITY OF HYPERWALLET (INCLUSIVE OF ALL HYPERWALLET AFFILIATES, AGENTS, SUBCONTRACTORS, REPRESENTATIVES AND NETWORK PARTNERS) TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE(S) OF ACTION EXCEED THE LESSER OF THE ACTUAL DIRECT DAMAGES INCURRED BY YOU AND THE AMOUNT OF FEES PAID BY YOU FOR THE AFFECTED SERVICES GIVING RISE TO YOUR CLAIM OR CAUSE OF ACTION FOR DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY BE LIMITED BY LAW IN YOUR JURISDICTION TO THE EXTENT THAT SUCH LAWS APPLY TO THE TERMS OF SERVICE. TO THE EXTENT THE APPLICABLE LAW GOVERNING THE TERMS OF SERVICE AS APPLIED TO YOU LIMIT OR PROHIBIT ANY OF THE LIMITATIONS IN THE TERMS OF SERVICE, THEN TO THE EXTENT OF SUCH LIMITATION OR PROHIBITION, THE TOTAL LIABILITY OF HYPERWALLET (INCLUSIVE OF ALL HYPERWALLET AFFILIATES, AGENTS, SUBCONTRACTORS, REPRESENTATIVES AND NETWORK PARTNERS) TO YOU WILL BE TO COMPLETE THE PERFORMANCE OF THE AFFECTED TRANSACTION WHICH WAS UNABLE TO BE PERFORMED FOR YOU DUE TO THE NON PERFORMANCE OF THE SERVICES BY HYPERWALLET.

YOU HEREBY WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO THE PAY PORTAL BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH SUCH CLAIM OR ACTION IS BASED.

Nothing in this Agreement excludes our liability for liability on our part that cannot be excluded by law. The parties acknowledge that the other party entered into this Agreement in reliance on the limitations of liability stated in this section, and these limitations are an essential basis of the bargain between the parties.

23. Indemnification

You agree to indemnify and hold Hyperwallet, its shareholders, subsidiaries, affiliates, directors, officers and employees, harmless from any loss, claim, demand, or damage (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, including all third-party claims, liability, losses, expenses, damages, fines, penalties (including damages awarded or settled amounts and reasonable attorneys fees), arising out of or in connection with your breach of this Agreement, your relationship or dealings with your Payor, or use of the Services or the Pay Portal. Further, you agree to indemnify Hyperwallet for all losses arising from us acting on your instruction or that of your Payor (unless these arise due to our gross negligence or willful intent or fraud). You also agree to indemnify us from any losses we may incur resulting from any error made by you in providing information or instructions to Hyperwallet whether verbally or in writing or on the Pay Portal (unless these arise due to our gross negligence or willful default or fraud).

24. Right of Set-Off

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

25. No Endorsements

No endorsement or approval of any third party or their advice, opinions, information, products or services is necessarily expressed or implied by the Pay Portal including, without limitation, any endorsement or approval of any Payor or other third party.

26. Jurisdiction

The Terms of Service will be governed by and construed in accordance with the governing law corresponding to your country of location as set forth on the [Affiliates and Governing Law Terms](#), without giving effect to any principles of conflict of laws. Where the laws of the United States apply, all claims and disputes arising under or relating to the Terms of Service are to be settled by binding arbitration and such other terms and conditions as set forth in the Agreement to Arbitrate above. Where the laws of England and Wales apply, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Terms of Service or its subject matter or formation (including non-contractual disputes or claims). Where the laws of Canada apply, arising under or relating to the Terms of Service shall be submitted to and be subject to the jurisdiction of the courts of the Province of British Columbia and you hereby submit and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia to finally adjudicate or determine any suit, action or proceeding arising out of or in connection with the Services and the Pay Portal.

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND AS SET FORTH IN THE AGREEMENT TO ARBITRATE PROVISION APPLICABLE TO THE TERMS OF SERVICE, THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, OR CLASS ACTION OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THE TERMS OF SERVICE, ANY OF THE RELATED DOCUMENTS, AND/OR DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TERMS OF SERVICE.

27. Third-Party Beneficiaries

You acknowledge and agree that: (i) you are not a third-party beneficiary of any contract between Hyperwallet and any third party, and (ii) if you are using the Services to receive payment from a Payor, that Payor is solely responsible for paying you and any dispute related to Payor's failure to pay you shall be solely between you and Payor. A person not a party to the Terms of Service shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 of the United Kingdom or otherwise to enforce the Terms of Services. Notwithstanding anything to the contrary herein, HomeAway Holdings, Inc. and its Affiliates are intended third party beneficiaries of these Terms of Service, are entitled to the rights and benefits hereunder and may enforce the provisions hereof as if they were parties hereto.

28. Waiver

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

29. Assignability

You shall not assign, novate, or otherwise transfer any rights or obligations you have under the Terms of Service without the prior written consent of Hyperwallet. We may assign any right or obligation under the Terms of Service without your consent.

30. Miscellaneous

If any part of the Terms of Service is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, the remainder of the Terms shall continue in full force and effect. Unless otherwise specified herein, the Terms of Service constitute the entire agreement between you and Hyperwallet with respect to the Services and the Pay Portal and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Hyperwallet with respect to the Services and the Pay Portal. The paragraph titles in the Terms of Service are solely used for the convenience of the parties and have no legal or contractual significance. It is the express will of the parties that the Terms of Service and all related documents have been drawn up in English. If you are reading the Terms of Service in another language, the English text shall prevail in the event of a discrepancy between the other language.

31. Definitions

The following capitalized terms not otherwise defined in the User Terms elsewhere shall have the meanings set forth below:

"ACH" means an electronic transfer method utilized by financial institutions in the United States operated by the Automated Clearing House.

"Affiliate" means any entity at any time controlling, controlled by or under common control with Hyperwallet or your Payor, as the case may be. The term "control" as used in this definition means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting equity interests in such entity.

"BACS" means an electronic transfer method utilized by financial institutions in the United Kingdom operated by Bacs Payment Schemes Limited.

"Business Day" means 6 a.m. to 5 p.m., PST, Monday through Friday, excluding any federal holiday in the United States or statutory holiday in British Columbia, Canada, or bank holiday in the United Kingdom.

"Card" means a plastic, contactless, chip-and-pin, magnetic stripe or virtual prepaid debit card, issued by a financial institution or other authorized institution to which a payment may be made via the Services.

"EEA" the European Economic Area consisting of the following countries Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Holland, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom.

"Hyperwallet Systems Europe Limited User" an EEA-based Payee directly receiving E-Money or Money Remittance from Hyperwallet Systems Europe Limited.

"Issuer" means a financial institution or other authorized institution which issues Cards.

"Network Partners" means a third party such as participating banks, money services businesses, card associations, Issuers, processors, cash pick-up, and other providers.

"Payout Method" means one or more payout disbursement methods such as bank or wire transfer, load to a prepaid card or debit card, check, cash pick up, or such other method as supported by Hyperwallet from time to time.

"Profile" means your Identification and preference information in the Pay Portal.

"SEPA" means the Single Euro Payments Area is a payment-integration initiative of the European Union for simplification of bank transfers denominated in euro.

"Terms of Service" means the applicable terms and conditions governing access and use of the Application as provided and updated from time to time by Hyperwallet.

AFFILIATES AND GOVERNING LAW TERMS

This Affiliates and Governing Law Terms document is a schedule to the [User Terms](#) and sets forth the Hyperwallet operating affiliate which provides the Services to you, with whom you are contracting with in receipt of those Services based on your country of location, and the laws under which the Terms will be governed and construed, as set forth in the chart below.

We reserve the right to change these terms at any time by posting a revised version in the Pay Portal. The revised version will be effective at the time we post it to the Pay Portal. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the [User Terms](#).

Your Location	AFFILIATE PROVIDER	STATUS	LAWS THAT GOVERN THE TERMS	LEGAL NOTICE MAILING ADDRESS TO CONTACT US
United States	HSI USA Inc.	HSI USA, Inc. A Licensed Money Transmitter in various United States. HSI USA, Inc., a company incorporated under the laws of the State of Utah (Incorporation no. 8753167-0142), with a registered office at The New York Times Building, 620 Eighth Avenue, New York, NY 10018	United States, State of Texas[1]	Attention: Legal Department, 11401 Century Oaks Terrace, Suite 400, Austin, TX 78758
United Kingdom and the countries in the European Economic Area including: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Holland, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden	Hyperwallet Systems Europe Limited	An E-Money Institution authorised by the United Kingdom's Financial Conduct Authority (FCA firm reference no. 900698). Hyperwallet Systems Europe Limited, a company incorporated in England and Wales (Company No. 10215249), with a registered office at 2nd Floor, 3 Hardman Square, Spinningfields, Manchester, United Kingdom, M3 3EB	England and Wales	Attention: Legal Department, Suite 211, 63 St Mary Axe, London, EC3A 8LE
Canada or any other country serviced by Hyperwallet	Hyperwallet Systems Inc.	A Money Services Business registered with FINTRAC. Hyperwallet Systems Inc., a company incorporated under the federal laws of Canada (Incorporation no. 373895-7), with a registered office at Suite 2400, 745 Thurlow Street, Vancouver B.C. V6E 0C5 Canadá	The Province of British Columbia, Canada[2]	Attention: Legal Department, 300-950 Granville Street, Vancouver, BC V6Z

[1] Subject only to the extent of state-specific unclaimed property laws of your state of residency.

[2] Subject only to the extent of province-specific unclaimed property laws of your province of residency.

PAYMENT SERVICES TERMS

This Payment Services Terms document is a schedule to the [User Terms](#) and sets forth additional terms and conditions applicable to certain payment services and functionality which may be made available through the Services and Pay Portal and as provided by certain Hyperwallet Affiliates.

We reserve the right to change this schedule at any time by posting a revised version in the Pay Portal. The revised version will be effective at the time we post it to the Pay Portal. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the [User Terms](#).

1. Description of the Payment Services

The Services allow you to receive payments from your Payor through one of several Payout Methods made available to you. Your Payor typically determines which of the Payout Methods will be made available to you. Payout Methods available to you may include the ability to receive your payments via:

- transfer to your bank account via local clearing networks or wire transfer;
- transfer to your Hyperwallet Card (as defined below);
- transfer to your personal debit card;
- issuance of an e-money account (where available);
- check;
- cash pickup at locations provided by third-party money transfer providers (e.g. Western Union, MoneyGram); and,
- other payment methods supported and made available by Hyperwallet from time to time.

Provided you are eligible to use the Services pursuant to the [User Terms](#) and once your registration of Payout Method details (e.g. bank account information) and preferences has been completed, whether by you or through your Payor, then upon and to the extent of Hyperwallet's receipt of funds and complete payment instructions from your Payor, such funds may then be received by you through your designated Payout Method in accordance of those Payor instructions. You may have the ability to choose a Payout Method for each payout or set a default Payout Method to receive any or all of your payments. Payout

Methods will either involve the transmission by Hyperwallet of funds from and on behalf of Payor to your Payout Method or, where expressly indicated, funds being held by Hyperwallet on your behalf as stored-value or via the issuance of E-money as set forth below.

2. General Payment Terms and Conditions

Bank Account

By directing us and/or your Payor (as the case may be) to make a transfer to your bank account, you are affirming that you are the owner of the bank account, have confirmed the accuracy of the bank account information provided to us, and have authority to initiate transactions in respect of the bank account. Hyperwallet will make electronic credits and debits via bank clearing networks and/or wire to your bank in the amount Payor specifies unless there are insufficient funds available. You agree that your requests for a transfer to your bank account constitutes your authorization to Hyperwallet to make the transfers to and from your designated checking or savings account, including any adjustments necessary for any transactions which are credited or debited in error. We may permit you or we may utilize other methods to process any particular transfer, such as a wire transfer. Once you have provided your authorization for the transfer, you will not be able to cancel that electronic transfer unless you do so in a manner that allows us and your bank a reasonable opportunity to act on such cancellation.

It may take two to five business days for the proceeds of the transfer to transmit to your bank account. In some situations, we may provide you with an estimate of the processing time your transaction will require via the Pay Portal. Although we may be able to specify a timeframe in which the funds will reach your designated bank, we cannot be responsible for any delays due to any bank clearing network or your bank's processing of a transaction and cannot guarantee that your bank will make funds available to you on the day it receives the transfer.

You must provide us with the correct details for the bank account to which you would like to transfer funds. If you input incorrect bank account information, you agree that you will not hold Hyperwallet liable for any claims or losses should a transaction not be properly executed, including but not limited to where funds are sent to a bank account in error or otherwise. Your bank and/or a bank which is part of a bank clearing network may charge a return fee or other related fee in connection with the attempted transfer. In the event such a fee is incurred or otherwise imposed on Hyperwallet, such fee will be passed on to you and deducted from your Pay Portal balance or amounts otherwise payable to you.

We will not be liable where you do not have enough money available to transfer, your bank account is closed, the transaction exceeds dollar or frequency limitations imposed by us or your bank, your bank does not honor a transaction or participate in electronic funding, the transaction is not processed, or the transaction is returned by your bank or where we otherwise advise you that your request will not be processed. We shall have no responsibility for any action your bank may take with respect to such transfer to your bank account, including offsetting amounts owed to such bank from such transfer due to an overdrawn account, outstanding fees, or otherwise.

Hyperwallet Card

You may be issued a Visa® or MasterCard® prepaid card in connection with the Services ("Hyperwallet Card"). The Hyperwallet Card may be branded with the name and logo of "Hyperwallet" or the name and logo of your Payor. The Hyperwallet Card may be a physical card or virtual. Your Hyperwallet Card is issued by a financial institution ("Issuer") and your use of the Hyperwallet Card is subject to the terms and conditions of applicable Issuer Cardholder Agreements which can be viewed via the following link: [Legal](#) or you can receive a copy of such Cardholder Agreement by [Contacting](#) Payor.

The Hyperwallet Card does not constitute a credit card or a checking, savings, deposit or other bank account in your name. It is only available to you in connection with your use of the Services and is not connected in any way to any other account you may have. Funds transferred to your Hyperwallet Card will no longer be held by Hyperwallet and are instead held by the Issuer. Any balance on a Hyperwallet Card is held by the Issuer in applicable FDIC or equivalent government insured account(s).

If you or your Payor directs us to transfer funds to your Hyperwallet Card, you authorize us to, regularly and without further instruction or action by you, load funds to your Hyperwallet Card, subject to limits that may apply to your Hyperwallet Card. We reserve the right to delay or otherwise limit the amounts loaded to your Hyperwallet Card at any time at our sole discretion and/or require further documentation before loading any funds.

Funds transferred to your Hyperwallet Card are generally available within one (1) Business Day (defined below) following the day the transaction request is received by us. The currency loaded on to the Hyperwallet Card is determined by the funds received from your Payor and the requirements of the Issuer and which may further be dictated by Visa or MasterCard (as the case may be).

Hyperwallet Cards do not offer any credit or overdraft features on the Hyperwallet Cards. Hyperwallet does not authorize prepaid card transactions where there the card has insufficient or unavailable funds. In the event of a merchant forced transactions, settlement timing or errors create a negative card balance, Hyperwallet will not charge an overdraft fee to you.

Personal Debit Card

In certain cases, your Payor may support the ability for you to transfer your payments on an existing Visa® or MasterCard® debit card associated with your US bank account ("Debit Card"). Your Debit Card must be enabled by the bank that issued you the Debit Card. Use of your Debit Card, including balance, transaction history, fees, and other limitations and restrictions will be subject to the terms and conditions determined by your bank.

By directing us and/or your Payor (as the case may be) to make a transfer to your Debit Card, you are affirming that you are the owner of the Debit Card and associated bank account linked to it, have confirmed the accuracy of the Debit Card information provided to us, and have authority to initiate transactions in respect of the Debit Card. Hyperwallet will make electronic credits

and debits via Visa®, MasterCard®, or other banking networks in the amount you specify unless there are insufficient funds available. You agree that your requests for a transfer to your Debit Card constitutes your authorization to Hyperwallet to make the transfers to and from your designated Debit Card, including any adjustments necessary for any transactions which are credited or debited in error. Transfers to a debit card not owned by you or transfers to any credit card, whether or not owned by you, are not permitted.

Once funds are transferred to your Debit Card, such funds are no longer held by Hyperwallet and are instead held by the bank that issued you the Debit Card. If you or your Payor direct us to transfer funds to your Debit Card, you authorize us to, regularly and without further instruction or action by you, load funds to your Debit Card, subject to limits that may apply to your Debit Card. We reserve the right to limit the amounts loaded to your Debit Card at any time at our sole discretion and/or require further documentation before loading any funds.

Funds transferred to your Debit Card are generally available within one (1) Business Day (defined below) following the day the transaction request is received by us. We cannot be responsible for any delays due to Visa® or MasterCard®, any network or third-party processor, or your bank's processing or failure or delay in processing of a transaction and cannot guarantee that your bank will make funds available to you on the day it receives the transfer to your Debit Card. The currency loaded on to the Debit Card is determined by the funds received from your Payor and the requirements of the bank that issued you the Debit Card and which may further be dictated by Visa® or MasterCard® (as the case may be).

You must provide us with the correct details for the Debit Card to which you would like to transfer funds. If you input incorrect Debit Card information, you agree that you will not hold Hyperwallet liable for any claims or losses should a transaction not be properly executed, including but not limited to where funds are sent to another debit card in error or otherwise. Your bank may charge a return fee or other related fee in connection with the attempted transfer. In the event such a fee is incurred or otherwise imposed on Hyperwallet, such fee will be passed on to you and deducted from your Pay Portal balance or amounts otherwise payable to you.

We will not be liable where you do not have enough money available to transfer, your Debit Card and its associated bank account is closed, the transaction exceeds dollar or frequency limitations imposed by us, Visa® or MasterCard®, any network or third party processor, or your bank, your bank does not honor a transaction or participate in electronic funding, the transaction is not processed, or the transaction is returned by your bank or where we otherwise advise you that your request will not be processed. We shall have no responsibility for any action your bank may take with respect to such transfer to your Debit Card, including offsetting amounts owed to such bank from such transfer due to an overdrawn account, outstanding fees, or otherwise.

Check

If you direct us to transfer funds to you and issue a check as your Payment Method, you are responsible for confirming the accuracy of the mailing address you provide. We will not send checks to P.O. boxes. We will only issue checks which are payable to you as an eligible payee of a Payor, and will not issue a check to any third party.

Funds transferred to check are generally mailed via First Class Mail to you within five (5) Business Days following our receipt of your request and confirmation of complete and accurate payment and mailing information. Mailing periods vary depending on geography. Hyperwallet does not provide expedited delivery service. Hyperwallet may limit the amount of transfers via check and/or the address or country to which a check may be mailed. If you fail to cash a check within 90 days of the date of issuance, the check will be canceled and we will return the funds to the Pay Portal for which a fee will be charged.

Cash Pickup

If you direct us to transfer funds for cash pick up by you at locations provided by third-party cash pickup providers supported by Hyperwallet such as Western Union or MoneyGram, you are authorizing us to transfer funds and funding instructions to such third parties over whom Hyperwallet has no control. Cash pick up services are subject to the terms and conditions of those entities, including applicable fees assessed by Western Union or MoneyGram (as the case may be), as described at www.westernunion.com or www.moneygram.com, depending on the service you choose (subject to availability).

Service and availability of funds depends on certain factors including the service selected, the selection of delayed delivery options, amount sent, destination country, currency availability, regulatory issues, consumer protection issues, identification requirements, delivery restrictions, agent location hours, and differences in time zones.

Transactions not picked up or canceled within the time required by Western Union or MoneyGram (as the case may be) following the send date may be assessed administrative and/or foreign exchange fees and/or losses which may be deducted from the amount sent.

Currencies

In certain circumstances, Payor funds payable to you may be available in different currencies supported by us from time to time. The currencies made available are dependent upon the funding requirements of your Payor. You will not be permitted to convert funds in your Pay Portal in order to hold the funds in a different currency (except in connection with a payout to a Payout Method where such currency options are available) and you agree that you will not attempt to use multiple currencies for speculative trading. You may request to receive funds that are reflected in your Pay Portal in a different currency only at the time of and in connection with your requested payout via a Payout Method. If you request a payout in a currency different than the currency in which your Pay Portal was funded, the exchange rate, which will include a transaction fee, will be determined at the time your transaction is processed and deducted from the amount transferred. The fees and currency rate applicable to your transaction will be provided to you in the Pay Portal when you initiate your transaction. You are responsible for all risks associated with receiving a payout in any currency.

Additional Optional Services

Hyperwallet may offer you additional optional services from time to time. Such services may include the ability to purchase or incent the purchase of goods and services from your Payor from your Pay Portal ("Spendback" and "Spendback Incentive"), load your own funds to your Pay Portal as "Product Dollars" to use for Spendback purchases through participating PayNearMe reload agent locations, transfer funds from a Hyperwallet Card to your bank account, the population and production of United States Federal tax forms for domestic and foreign Payees, and such other services and functionality as offered and supported by us from time to time. Hyperwallet may offer, limit, restrict, or terminate any such services without notice to you.

Appointment of Affiliates as Agents

The Services are delivered through Hyperwallet's payment technology platform, its Affiliates, and a network of banks and financial service providers (such network of banks and financial service providers being "Network Partners"). With respect to these Affiliates, you acknowledge and agree that the Hyperwallet entity you are contracted with expressly appoints each Affiliate as its agent and delegate as and to the extent it deems necessary in its sole discretion to fulfill any and all of its legal, regulatory or contractual obligations and requirements under these Terms.

Additional Restrictions

Any or all of the Services, fees, rates, and the availability and timing of your receipt of any payment may be affected, limited, delayed or restricted due to a number of factors beyond our control, including but not limited to the funding by your Payor, Payout Method selected, Network Partner requirements, currency availability, regulatory and compliance requirements, country and delivery restrictions, time zone differences, and socio-economic and government factors. Hyperwallet does not guarantee the availability of any Payment Method and makes no representation, warranty or otherwise as to any specific service level, fees, rates, availability or timeframe and will not be liable to you for any negative affect, limitation, delay or restriction.

You hereby certify that you will use the Services to process transactions in the name of the registered Pay Portal holder only. Hyperwallet prohibits using the Services while impersonating any person or entity or falsely claiming an affiliation with any person or entity. If a Payor sends payments for loading to your Pay Portal, you may transfer those funds only to a bank account or other permitted Payment Method of which you are the named holder.

You may not transfer funds to third-party accounts, such as a business account (even if your name appears on the account). We may treat any attempt by you to send funds to an account or Payment Method or other payment instrument of which you are not the named holder as a fraudulent act.

You are not permitted to add money to your Pay Portal or to send / transfer any funds to anyone other than yourself via the Services. Use of the Services to conduct person-to-person transfers is strictly prohibited. You may not use the Services to manage multiple currencies or for spot trading or creating forward contracts. We reserve the right to reject or limit payments at any time in our sole discretion, including but not limited due to anti-money laundering or risk management concerns. We retain full discretion to refuse to accept any user or to complete any instruction from a Payor or from you to make payments using the Services.

Refused Transactions

We reserve the right in our sole discretion to refuse any transfer or other request. Reasons for refusal may include but are not limited to insufficient funds, incorrect or outdated information, or activity we deem suspicious. We generally will attempt to notify of you of any refusal, using the contact information available to us or in your Profile, stating (where possible) the reasons for the refusal and whether the problem can be corrected. We will not notify you of a refusal where to do so would be unlawful or otherwise prohibited by law.

The Services may also be subject to transfer limits. These limits may be adjusted dynamically depending on the type of identification document(s) you provide to us as well as on any other criteria we require from time to time. We may require you to provide us with information verifying your identity, address or other information prior to allowing a withdrawal or transfer of funds. You agree to cooperate with us in any such requests.

Cancellation of Transactions

You may cancel a Spendback or Spendback Incentive request for a refund, less applicable transaction fees, (a) within 30 minutes of authorizing your transfer request; or (b) at any time thereafter only if we have not already commenced processing the transaction in accordance with your order. Due to the particular requirements and rules governing the processing of transfers to Payment Methods, such as wire transfers, transfers and redemptions to such Payment Methods may not be canceled. If you believe there to be an error in connection with a transfer you should notify us immediately by [Contacting](#) Payor.

Liability for Transfer Errors

You must ensure that the payment details you enter when transferring funds are correct and complete. Failure to provide Hyperwallet with accurate information shall be your sole responsibility. We will not be responsible for actions taken by you in directing us to transfer funds and may rely on information you provide. We will not be liable for withdrawn funds being sent to the wrong or incorrect Payment Method as a result of you providing incorrect payment details. **IT IS YOUR RESPONSIBILITY TO MAKE SURE THAT ALL PAY PORTAL DETAILS INCLUDING BUT NOT LIMITED TO ANY BANK ACCOUNT NUMBERS, BANK ACCOUNT PROVIDER DETAILS, CARD DETAILS, CURRENCY SELECTED, ETC. ARE CORRECT BEFORE SENDING. IF ANY SUCH DETAILS ARE INCORRECT, YOUR FUNDS MAY BE DEBITED OR CREDITED TO THE WRONG ACCOUNT, CARD OR OTHER DESTINATION AND MAY NOT BE RECOVERED.** If you believe there to be an error in connection with a transfer you should notify us immediately by [Contacting](#) Payor.

3. Additional Terms for Users in Canada and the United States

In the United States and Canada and except as otherwise explicitly agreed to by Hyperwallet through these Payment Services Terms, Hyperwallet acts as an agent of the Payor in carrying out the payment instructions and transmission of funds of such Payors to their designated payees. As an agent of the Payor, any balance of funds in the Pay Portal does not represent stored value owned by you but belongs to and is the property of the Payor until actually received by you via your Payment Method notwithstanding any ability you may have to direct or instruct us to make any payments of funds reflected in the Pay Portal to your Payment Method and/or to execute any Additional Optional Services such as but not limited to Spendback or Spendback Incentive payments.

In limited circumstances and only where expressly permitted by Hyperwallet through these Payment Services Terms or the Pay Portal, a Pay Portal balance may be treated as stored value and owned by you. In those situations, you do not need to maintain a balance in your Pay Portal in order to receive the Services. If you do hold a balance, that balance represents an unsecured claim against Hyperwallet and is not insured and no government-sponsored insurance applies to any balance in the Pay Portal. You acknowledge that the Services and the Pay Portal are not bank accounts and that Hyperwallet is not a financial institution. Funds reflected in or transmitted in connection with the Pay Portal do not earn any interest payable to you. Hyperwallet will combine your balance with the balances of other users and will safeguard those funds in accordance with applicable US state money transmitter laws. We will hold pooled balances separate from our corporate funds and will not use balances for our operating expenses or for other corporate purposes. We will not voluntarily make balances available to creditors in the event of insolvency.

4. Additional Payment Terms for Hyperwallet Systems Europe Limited Users

E-Money Terms

Introduction

These Additional Payment Terms for Hyperwallet Systems Europe Limited Users are between you and Hyperwallet Systems Europe Limited as the Affiliate for these terms and the e-money and money remittance services from such Affiliate. Under these e-money terms, we will (if supported by your Payor and where expressly indicated in the Pay Portal) give you a Hyperwallet e-money account, which you can use to receive payments from other permitted e-money account holders and/or make payments to other users, purchase goods/services from Payors, or redeem funds to a Payment Method.

As stated in the [User Terms](#), in certain circumstances we may be required to verify your identity before you can use your e-money account or before we can allow you to redeem funds to your Payment Method.

We may require you to provide more information if we reasonably need it in order to complete our checks or execute a payment or redemption to a Payment Method.

What can you do with your e-money account?

You can use your e-money account to receive e-money which has been sent to you as payment from a Payor who makes payments to you through us. You can use the balance held in your e-money account to:

- redeem funds through one of several Payout Methods made available to you and subject to certain terms, conditions and restrictions; and/or,
- purchase goods or services provided by your Payor.

You cannot load funds onto your e-money account (whether by cash or card). Funds can only be loaded onto your e-money account from your Payor. Any payments from your account must be made using your existing e-money balance (i.e. funds received from other Hyperwallet users). You can see your redemptions and/or purchases and any refunds in your Pay Portal which we will update daily.

What must you do to keep your e-money account safe?

As stated in the [User Terms](#), you must take all the steps you reasonably can to maintain adequate security and control of all IDs, usernames, passwords, personal identification numbers (PINs), or any other codes that you use to access the Pay Portal, the Services or in conjunction with Services so that no one else can use them to log on to your Pay Portal/e-money account. You must tell us as soon as you can by [Contacting](#) Payor if you think someone may be using your e-money account without your permission.

What restrictions might there be on your e-money account?

Spending limits

You agree that we may apply spending limits to your Hyperwallet account and we'll tell you if we do so.

Stopping a payment

We may stop a payment transaction if:

- you do not have enough money in your e-money account to complete the transaction;
- the payment transaction would put you over any spending limit we introduce;
- we reasonably believe and discover that a payment may be unauthorized or you may be acting illegally or that it would be against the law for us allow the payment to be processed; and/or
- the payment transaction would breach or otherwise violate the terms of the Terms of Service.

Money Remittance

Depending on the setup of your Payor, certain Payout Methods described above constitute a regulated money remittance service in the UK. It does not involve you having a deposit or e-money with us or any other Hyperwallet affiliate. In this event, Part 5 and regulations 54(1), 55(3), (4), 60, 62, 63, 64, 67, 75, 76 and 77 of the UK Payment Services Regulations won't apply in relation to this agreement.

5. Regulatory Details

HSI USA Inc. is a company incorporated under the laws of the state of Utah with a registered office at 620 Eighth Avenue, New York, NY, 10018. Its head office is at 11401 Century Oaks Terrace, Suite 401, Austin, TX, 78758.

HSI USA Inc. is a licensed money transmitter in various United States. See [Licenses and Complaints](#) for a complete list.

Hyperwallet Systems Europe Limited is a company incorporated in England and Wales (Company No. 10215249), with a registered office at 2nd Floor, 3 Hardman Square, Spinningfields, Manchester, United Kingdom, M3 3EB. Its head office is at Suite 211, 63 St. Mary Axe, London, EC3A 8LE.

Hyperwallet Systems Europe Limited is an electronic money institution authorised by the United Kingdom's Financial Conduct Authority under the Electronic Money Regulations 2011 (reference 900698 in the Financial Services Register available at www.fca.gov.uk/register) for the issuing of electronic money and money remittance.

Hyperwallet Systems Inc. is a company incorporated under the federal laws of Canada with a registered office at Suite 2400, 745 Thurlow Street, Vancouver, British Columbia, Canada, V6E 0C5. Its head office is at Suite 300, 950 Granville Street, Vancouver, British Columbia, Canada, V6Z 1L2.

Hyperwallet Systems Inc. is a money services business registered with FINTRAC under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (reference M08905000) for the transferring of funds and dealing in foreign exchange.

PRIVACY POLICY

The [Privacy Policy](#) is accessible by clicking the following link: [Privacy Policy](#) as well as on hyperwallet.com. The revised version will be effective at the time we post it.

ELECTRONIC SIGNATURE AND COMMUNICATIONS DELIVERY POLICY

This policy describes how Hyperwallet communicates with you electronically. To the fullest extent permitted, you agree and consent to receive any and all communications, agreements, policies, schedules, addenda, statements, history and transaction information, documents, legal and regulatory notices and disclosures, and other content of any type or nature (collectively, "Communications") that we provide in connection with the Pay Portal and the Services electronically instead of in paper form. We will provide these electronic Communications to you by posting them on the Pay Portal and/or by emailing them to you at the primary email address listed in your Pay Portal Profile.

During the term that you maintain a Pay Portal account with us or otherwise use or have access to the Services, you agree to provide us with and maintain a valid email address where we may deliver electronic Communications to you and that you will promptly notify us of any change in your email address. You understand that our ability to provide you this information is dependent upon this maintenance of a valid email address. You are responsible for ensuring that your contact information in your Pay Portal Profile, including email and mailing address, is current and operational at all times, and you will be liable for any loss that results from your failure to submit or notify us of a change in your contact details. At any time, you can update your personal information by logging into your Pay Portal.

For residents of the United States and any users of the Services where the Services in question are governed under the laws of the United States, you further acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to US federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

You consent, understand and agree that: (i) the Terms of Service will be entered into electronically, (ii) you meet the minimum access requirements specified below, and (iii) the consent shall last until you withdraw consent by [Contacting Payor](#). If you do not consent or if you withdraw your consent at any time, you will not be permitted to access the Portal or receive the Services.

You may also obtain a paper copy of any electronic Communications within 180 days of the date we provided the Communications to you (including a copy of this Agreement) by providing a written request addressed to: Hyperwallet Systems Inc., Suite 300, 950 Granville Street, Vancouver, British Columbia, Canada, V6Z 1L2. Please include your name, Pay Portal user ID and address. You will be charged a records request fee, plus shipping and handling, for printing and mailing you paper copies; you can print or download copies from the Pay Portal free of charge.

In order to receive electronic Communications, you must have the following hardware and software requirements

1. a personal computer;
2. Microsoft Windows 2000, Microsoft Windows XP with Service Packs 1 and 2, Microsoft Vista, Microsoft Windows 7, Microsoft Windows 10, or Mac OS 10.X or higher;
3. a secure (encrypted) Web Browser (Firefox 3.6 or higher, Internet Explorer 8.0 or higher, Chrome 4.0 or higher, Safari 4.0 (Mac) or higher);
4. A tablet or smartphone device that has internet access;
5. Internet access through an Internet Service Provider (ISP); and,
6. a valid email address.

Any electronic Communications will be considered to be received by you within 24 hours after the time we post it to our website or email it to you. Any Communications sent to you by postal mail will be considered to be received by you three (3) Business Days after we send it. All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of the Terms of Service and any other Communication that is important to you.

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communication.

[\[1\]](#) Subject only to the extent of state-specific unclaimed property laws of your state of residency.

[\[2\]](#) Subject only to the extent of province-specific unclaimed property laws of your province of residency.