

This user agreement will be effective for all users as of January 1, 2020.

This user agreement is a contract between you and pCube, LLC. governing your use of your pCube account and the pCube services. It applies to U.S. pCube 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. pCube account and use the pCube 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. pCube account and use the pCube services.

By opening and using a pCube account, you agree to comply with all of the terms and conditions in this user agreement. The terms include an [agreement to resolve disputes by arbitration](#) on an individual basis. You also agree to comply with the following policies and each of the other applicable pCube agreements on the [Legal](#) page of pCube's website:

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

We may revise this agreement and any of the policies listed above 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 post a notice on the [Policy Updates](#) page of our website and provide you at least 21 days advance notice for personal accounts and at least 5 days advance notice for business accounts. By continuing to use our services after any changes to this user agreement, 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 pCube Account

We offer two types of pCube accounts: Personal pCube accounts and Business pCube accounts, both covered by this user agreement.

All pCube accounts can make payments to other Business pCube Accounts, while with a Business pCube Account you can send out invoices and receive payments.

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

Personal pCube accounts

If you primarily need to make payments for services, rent, or donations etc. a personal pCube account is right for you. With a personal pCube account you can do things like:

- Make Payments for Professional Services.
- Make Charitable Donations.
- Pay for Rent and Dues

Business pCube accounts

We recommend business pCube accounts for incorporated organizations that accept payments for professional services, donations, dues and other business related payments. With a business pCube account, you can do things like:

- Use a company or business name as the name on your Business pCube account.
- Send Invoices to customers to request payments
- Accept Payments from customers and donors

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

By opening up a business pCube account, you certify to us that you are using it primarily for a business or commercial purpose. You also consent to pCube 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 pCube account.

Closing Your pCube Account

You may close your pCube account and terminate your relationship with us at any time without cost, but you will remain liable for all obligations related to your pCube account even after the pCube account is closed. When you close your pCube account, we will cancel any scheduled or incomplete transactions.

In certain cases, you may not close your pCube account, including:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If your pCube account has a negative balance.
- If your pCube account is subject to a hold.

Receiving Funds, Holding a Balance or Transferring Funds

Business pCube accounts

pCube accounts are tied directly to verified bank accounts. Money sent to a Business pCube account will be deposited in the organization's bank account.

Bank accounts will be verified to confirm that the user that opened the bank account has access to the bank account.

Organizations will be verified to ensure that they are appropriately registered in the United States based, have a valid Tax ID, and are in good standing.

Transaction Statements

You have the right to receive a Transaction statement showing your pCube account activity. You may view your pCube Transaction statement by logging into your pCube account or on the Mobile App.

Making Payments

Making Payments for Professional Services

You can make payments for professional services using the pCube App with either a personal or business pCube account.

When you make a payment for professional services, an invoice should have previously been raised by the organization or business that you intend to pay. If a pCube invoice was sent to your Mobile phone, you can initiate the payment from the invoice link. If a non-pCube was generated, provide the invoice number or the account number from the non-pCube invoice in the "Account Num" field when making a payment.

When the recipient organization receives the payment the funds are deposited in their bank account. If there is a dispute, the dispute will be investigated and the recipient will be ordered to refund the appropriate payment to the payer in the event the dispute is resolved in the payer's favor.

Fees for Making Payments

The fees applicable to making payments can be found on our fees page and will be disclosed to you in advance each time you initiate a payment. Fees may differ depending on the reason for the payment.

Receiving Payments

Receiving Payments

If you use your Business pCube account to receive payments for the services rendered donations, fees, dues, etc. you must:

- You must provide an invoice to the payer. Either the pCube Invoice or the recipient organization's invoice is required.
- Pay any applicable fees for receiving the funds.

No surcharges

You agree that you will not impose a surcharge or any other fee for accepting pCube 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-pCube transactions.

Presentation of pCube to Payers

You must treat pCube as a payment method at least on par with any other payment methods offered at your points of sale where applicable, including your websites or mobile applications. This includes at least equal or substantially similar: logo placement, position within any point of sale, and treatment in terms of payment flow, terms, conditions, restrictions, or fees, in each case as compared to other marks and payment methods at your points of sale.

In representations to your customers or in public communications, you must not mischaracterize pCube as a payment method or exhibit a preference for other payment methods over pCube. Within all of your points of sale, you agree not to try to dissuade or inhibit your customers from using pCube or encourage the customer to use an alternate payment method. If you enable your customers to pay you with pCube, 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 pCube payment marks at least as prominently, and in at least as positive a manner, as you do for all other payment methods.

Taxes and information reporting

Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "taxes"). 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. pCube 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 we may make certain reports to tax authorities regarding transactions that we process. For example, pCube is required to report to the Internal Revenue Service the total amount of payments for goods and services you receive each calendar year into all of your pCube accounts associated with the same tax identification number if you receive more than \$20,000 in payments for good and services and process more than 200 transactions involving goods or services through those pCube accounts in the same calendar year.

Your refund policy and privacy policy

You must publish a refunds and return policy, as well as a privacy policy, where required by law.

Payment review

pCube reviews certain potentially high-risk transactions. If pCube determines, in its sole discretion, that a transaction is high-risk, we place a hold on the payment and provide notice to you. pCube will conduct a review and either complete or cancel the payment. If the payment is completed, pCube will provide notice to you. Otherwise, pCube will cancel the payment and the funds will be returned to the Payer, unless we are legally required to take other action.

Transaction Fees Payments

Your pCube transaction fees depend on:

- the reason for the payment;
- whether you are registered as a charitable organization and have active 501(c)(3) status. Your 501(c)(3) status must be documented with pCube to receive the rates applicable to charitable organizations, and those rates will apply only after you document your status with us.

Recipient fees

These are the fees you pay as a pCube recipient when the your receive payment from a payer pays for services, rent, fees, dues, donations etc.

- If you refund a payment to a buyer or a donation to a donor, applicable fees will be charged to make the refund, and the fees you originally paid as the to receive the funds are not returned.

Refunds, Reversals and Chargebacks

General information

If you receive a payment for that is later agreed to be refunded or invalidated for any reason, you are responsible for the full amount of the payment sent to you plus any fees. Whenever a transaction is refunded or otherwise reversed, pCube will initiate a debit to the your (recipient's) bank account to recover the payment and associated charges. The recipient organization will be responsible for paying this refund because this will be funds owed to pCube. The recipient organization will be reported to Credit Reporting agencies if the refund is not satisfied within 30-days.

Payments that are invalidated and reversed

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

- Your payer pursues a chargeback related to a Payment and the chargeback is decided in their favor
- Our investigation finds that the transaction was fraudulent.
- pCube sent the payment to you in error.
- You received the payment for activities that violated this user agreement or any other agreement between you and pCube.

When you receive a payment, you are liable to pCube 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 pCube transaction exchange rate (including our [currency conversion spread](#)) that applies at the time the refund or reversal is processed.

pCube will:

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

Restricted Activities

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

- Breach this user agreement, the pCube [Acceptable Use Policy](#), or any [other agreement](#) between you and pCube;

- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- Infringe pCube's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- 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;
- Control an account that is linked to another account that has engaged in any of these restricted activities;
- Conduct your business or use the pCube services in a manner that results in or may result in;
 - complaints;
 - requests by payers (either filed with us or other institutions) to invalidate payments made to you;
 - fees, fines, penalties or other liability or losses to pCube, other pCube customers, third parties or you;
- 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 pCube services) operated by us or on our behalf or the pCube 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 pCube 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 pCube services) operated by us or on our behalf, any of the pCube services or other users' use of any of the pCube 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;

Circumvent any pCube policy or determinations about your pCube 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 pCube account(s) when an account has a negative balance or has been restricted, suspended or otherwise limited; opening new or additional pCube accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's pCube account; or

Harass and/or threaten our employees, agents, or other users.

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 pCube, its customers and others at any time in our sole discretion. The actions we make take include, but are not limited to, the following:

- Terminate this user agreement, limit your pCube account and/or close or suspend your pCube account, immediately and without penalty to us;
- Refuse to provide the pCube services to you in the future;
- Limit your access to our websites, software, systems (including any networks and servers used to provide any of the pCube services) operated by us or on our behalf, your pCube account or any of the pCube services, including limiting your ability to make or receive payments with your pCube account;
- Contact buyers who have purchased goods or services from you using pCube, your bank, other impacted third parties or law enforcement about your actions;
- Update inaccurate information you provided us;
- Take legal action against you;
- If you've violated our [Acceptable Use Policy](#), then you're also responsible for damages to pCube caused by your violation of this policy; or
- If you violate the Acceptable Use Policy, then in addition to being subject to the above actions you will be liable to pCube for the amount of pCube's damages caused by your violation of the Acceptable Use Policy. You acknowledge and agree that \$2,500.00 U.S. dollars per violation of the Acceptable Use Policy is presently a reasonable minimum estimate of pCube's actual damages considering all currently existing circumstances, including the relationship of the sum to the range of harm to pCube that reasonably could be anticipated because, due to the nature of the violations of the Acceptable Use Policy, actual damages would be impractical or extremely difficult to calculate. pCube may deduct such damages directly from any existing balance in any pCube account you control.

If we close your pCube account or terminate your use of the pCube services for any reason, we'll provide you with notice of our actions.

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

Protection from Unauthorized Transactions

To protect yourself from unauthorized activity in your pCube account, you should regularly log into your pCube account and review your pCube account statement. pCube 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.

What is an Unauthorized Transaction

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

What is not considered an Unauthorized Transaction

The following are NOT considered Unauthorized Transactions:

- If you give someone access to your pCube account (by giving them your mobile phone and your login information) and they use your pCube account without your knowledge or permission. You are responsible for transactions made in this situation.

Reporting an Unauthorized Transaction

If you believe your pCube login information has been lost or stolen, please [contact pCube customer service](#) immediately or **call:**

Tell us immediately if you believe that an electronic fund transfer has been made without your permission using your login information or by other means. Each case will be investigated and thoroughly and appropriate action will be taken to address the issue.

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Error Resolution

What is an Error

An “Error” means the following:

- When money is either incorrectly taken from your pCube-linked bank account or incorrectly placed into your pCube-linked bank account, or when a transaction is incorrectly recorded in your pCube-linked bank account.
- You send a payment and the incorrect amount is debited from your pCube-linked bank account.

- An incorrect amount is credited to your pCube-linked bank account.
- A transaction is missing from or not properly identified in your pCube account statement.
- We make a computational or mathematical error related to your pCube account.
- You request receipt or periodic statement documents that pCube is required to provide to you.

What is not considered an Error

The following are NOT considered Errors:

- If you give someone access to your pCube account (by giving them your login information) and they use your pCube account without your knowledge or permission. You are responsible for transactions made in this situation.
- Routine inquiries about the balance in your pCube 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](#),

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 the erroneous transaction occurred.

- 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.

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:

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- You receiving less than the correct amount to which you were entitled, then we will credit your pCube-linked bank 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 pCube-linked bank account for the difference between what you actually received and what you should have received.

Processing errors are not:

- Delays based on a [payment review](#).
- Delays based on financial institution's review process
- Your errors in making a transaction (for example, mistyping an amount of money that you are sending).

Communications Between You and Us

If you provide us your mobile phone number, you agree that pCube and its affiliates may contact you at that number using autodialed or prerecorded message calls or text messages to: (i) service your pCube account, (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 pCube.

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.

Written notices to pCube must be sent by postal mail to: pCube,

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

pCube's Rights

pCube suspension and termination rights

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pCube, 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 pCube services) operated by us or on our behalf or some or all of the pCube services for any reason and at any time upon notice to you and, upon termination of this user agreement.

Amounts owed to pCube

If you are levied with fees, the total of such fees will represent an amount owe to pCube. pCube may will debit your bank account to retrieve funds owed to pCube If your bank account is no longer accessible by pCube, pCube will take the necessary action to recover fund owed to us

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 pCube invalidates and reverses a payment that you made to a recipient (either at your initiative or otherwise), you agree that pCube assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in pCube'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 "pCube" to refer to pCube International 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 pCube for actions related to your pCube account and your use of the pCube services. You agree to defend, indemnify and hold pCube 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 pCube 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 pCube account or access our websites, software, systems (including any networks and servers used to provide any of the pCube services) operated by us or on our behalf, or any of the pCube services on your behalf.

Limitation of liability

pCube's liability is limited with respect to your pCube account and your use of the pCube services. In no event shall pCube 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 pCube services) operated by us or on our behalf, any of the pCube 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, pCube is not liable, and you agree not to hold pCube 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 pCube services) operated by us or on our behalf, or any of the pCube services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the pCube services) operated by us or on our behalf and any of the pCube 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 pCube services) operated by us or on our behalf or any of the pCube services or any website or service linked to our websites, software or any of the pCube 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 pCube services) operated by us or on our behalf or any of the pCube 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 pCube 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 pCube's policies.

Disclaimer of Warranty and Release

No warranty

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

pCube does not have any control over the products or services provided by sellers who accept pCube as a payment method, and pCube cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorized to do so. pCube does not guarantee continuous, uninterrupted or secure access to any part of the pCube services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the pCube services) operated by us or on our behalf may be

interfered with by numerous factors outside of our control. pCube 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 pCube makes no representations or warranties regarding the amount of time needed to complete processing because the pCube 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 pCube

If you have a dispute with any other pCube account holder, you release pCube 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 pCube agree that any claim or dispute at law or equity that has arisen or may arise between 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 rights and will impact how claims you and we have against each other are resolved.
- 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 and the opt-out notice 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 pCube, acting as either a buyer or a seller, 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 pCube regarding the pCube services may be reported to customer service online through the [pCube Help Center](#) at any time, or by calling (888) 221-1161 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 pCube each agree that any and all disputes or claims that have arisen or may arise between you and pCube, 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. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

Prohibition of Class and Representative Actions and Non-Individualized Relief

You and pCube 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 pCube 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 pCube customers.

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(s) can award the same damages and relief on an individual basis that a court can award to an individual. The arbitrator(s) also must follow the terms of this user agreement as a court would. All issues are for the arbitrator(s) to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of the [Prohibition of Class and Representative Actions and Non-Individualized Relief](#) section above, shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association (referred to as the "AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A party who intends to seek arbitration must first send the other party, by certified mail, a completed [Notice of Dispute](#). You should send this notice to pCube at: pCube, Inc., Attn: Litigation Department, Re: Notice of Dispute, 2211 North First Street, San Jose, CA 95131. pCube will send any notice to you to the address we have on file associated with your pCube account; it is your responsibility to keep your address up to

date. All information called for in the notice must be provided including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and pCube are unable to resolve the claims described in the notice within 30 days after the notice is sent, you or pCube may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org. The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or pCube may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and pCube subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or pCube may attend by telephone, unless the arbitrator(s) require otherwise. Any settlement offer made by you or pCube shall not be disclosed to the arbitrator(s).

The arbitrator(s) 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. The arbitrator(s) shall not be bound by rulings in prior arbitrations involving different pCube customers, but is/are bound by rulings in prior arbitrations involving the same pCube customer to the extent required by applicable law. The award of the arbitrator(s) shall be final and binding, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Costs of Arbitration

Payment of all filing, administration, and 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, pCube will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by pCube should be submitted by mail to the AAA along with your Demand for Arbitration and pCube 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, pCube will pay as much of the filing, administration, and arbitrator fees as the arbitrator(s) deem necessary to prevent the cost of accessing the arbitration from being prohibitive. In the event the arbitrator(s) determine the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse pCube for all fees associated with the arbitration paid by pCube on your behalf that you otherwise would be obligated to pay under the AAA's rules.

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.

Opt-Out Procedure

If you are a new pCube 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 pCube, Inc., Attn: Litigation Department, 2211 North First Street, San Jose, CA 95131.

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 pCube 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 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.

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 pCube 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 pCube. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on www.paypal.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 pCube

account within the 30-day period and you will not be bound by the amended terms.

Intellectual Property **pCube's trademarks**

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

License grants, generally

If you are using pCube 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 pCube grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and/or use pCube'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 pCube services. If you do not comply with implementation, access and use requirements you will be liable for all resulting damages suffered by you, pCube and third parties. pCube may update or discontinue any software upon notice to you. While pCube 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 pCube 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 pCube's software are owned by pCube and any third party materials integrated therein are owned by pCube's third party service providers. Any other third party software application you use on the pCube websites is subject to the license you

agreed to with the third party that provides you with this software. You acknowledge that pCube 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 pCube services.

License grant from you to pCube; intellectual property warranties

pCube does not claim ownership of the content that you provide, upload, submit or send to pCube. Nor does pCube claim ownership of the content you host on third-party websites or applications that use pCube services to provide payments services related to your content. Subject to the [next paragraph](#), when you provide content to pCube or post content using pCube services, you grant pCube (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. pCube will not compensate you for any of your content. You acknowledge that pCube'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 pCube.

Miscellaneous Assignment

You may not transfer or assign any rights or obligations you have under this user agreement without pCube's prior written consent. pCube 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 pCube'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, pCube observes the holiday on the prior Friday. If the holiday falls on a Sunday, pCube 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:

- Spoofing: a scammer sends forged or faked electronic documents or emails falsely claiming to be pCube or coming from pCube but asks you to send money outside your pCube account. pCube will never ask you to send money outside you pCube Account.
- 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.

Always use common sense when sending money. If something sounds too good to be true, it probably is. Only send money for yourself and to people you know. Remember that you can only send payments using your mobile device and there must be a valid invoice unless you are making a charitable donation. 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 pCube account for two or more years, pCube may close your pCube account. pCube will send you a notice to your mobile number and your email address.

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 Florida, 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 pCube.

Identity authentication

You authorize pCube, 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 source; or
- requiring you to provide your driver's license or other identifying documents.
- Requiring the last 4 digits of your social security number

Anti-money laundering and counter-terrorism financing laws may require that pCube verify the [required identifying information](#) if you use certain pCube services. pCube reserves the right to close, suspend, or limit access to your pCube account and/or the pCube

services in the event that, after reasonable enquiries, we are unable to obtain information about you required to verify your identity.

pCube 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 of our users;
- Determine if you are liable for any taxes; or
- Unless otherwise expressly set out in this agreement, collect or pay any taxes that may arise from your use of our services.

Privacy

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

State disclosures

In addition to reporting complaints against pCube directly to pCube as described above, if you are a California resident, you may report complaints to the California Department of Business Oversight by mail at Department of Business Oversight, Attn: Consumer Services, 1515 K Street, Suite 200, Sacramento, CA 95814 or online through its website at http://www.dbo.ca.gov/Consumers/consumer_services.asp. The California Department of Business Oversight offers assistance with its complaint form by phone at 866-275-2677. If you are a California resident, you have a right to receive communications about your pCube account and the pCube services by email. To make such a request, send a letter to pCube to: pCube, Inc., Attention: Legal Department, 2211 North First Street, San Jose, California 95131), include your email address, and your request for that information by email.

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

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 pCube account or your relationship with pCube. 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 of information; Data protection laws

If you receive information about another pCube customer, you must keep the information confidential and only use it in connection with the pCube services. You may not disclose or distribute any information about pCube users to a third party or use the information for marketing purposes unless you receive that user's express consent to do so. You may not send unsolicited emails to a pCube customer or use the pCube services to collect payments for sending, or assist in sending, unsolicited emails to third parties.

To the extent that you (as a seller) process any personal data about a pCube customer pursuant to this agreement, you agree to comply with the requirements of any applicable privacy and data protection laws. You have your own, independently determined privacy policy, notices and procedures for any such personal data that you hold as a data controller, including a record of your activities related to processing of personal data under this agreement.

The privacy and data protection laws that may apply include any associated regulations, regulatory requirements and codes of practice applicable to the provision of the services described in this agreement. If you process personal data from Europe pursuant to this agreement, you must comply with the EU Directive 95/46/EC or the General Data Protection Regulation (EU) 2016/679 (GDPR).

In complying with such laws, you will:

- implement and maintain all appropriate security measures for the processing of personal data; and
- not knowingly do anything or permit anything to be done which might lead to a breach of any privacy data protection laws by pCube.