



Pagotronic Terms of Use and Service

The following Pagotronic Terms of Use and Service (these "Terms") represent a binding legal agreement between you and Pagotronic LLC ("we" or "Pagotronic") and govern your access to and use of www.pagotronic.com, including any context, functionality, and services offered on or through www.pagotronic.com (the "Website"), whether as a guest or a registered user. Please read these Terms carefully before using the Website. By using the Website you accept and agree to be bound and abide by this Term and our Privacy Policy. If you do not want to agree to this Terms or the Privacy Policy, you must not access or use the Website.

All references to "you" or "your," as applicable, mean the person who accesses or uses the Website in any manner, and each of your heirs, assigns, and successors. If you use the Website on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that entity to these Terms, your acceptance of the Terms will be deemed an acceptance by that entity, and "you" and "your" herein shall refer to that entity.

BY USING THE WEBSITE YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS ; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT AND (C) IF YOU ARE AN INDIVIDUAL YOU ARE A RESIDENT OF THE UNITED STATES OF AMERICA OR ONE OF ITS TERRITORIES OR IF YOU ARE A BUSINESS THE BUSINESS MUST BE ORGANIZED IN, OPERATING IN, OR A RESIDENT OF, THE UNITED STATES OF AMERICA OR ONE OF ITS TERRITORIES. You may not use the Website if you are a resident of a country embargoed by the United States of America, or are a foreign person or entity blocked or denied by the United States of America government. By using the Website you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you may not use the Website. Notwithstanding anything else in these Terms, we may, in our absolute discretion, refuse you or any other person access to or use of the Website at any time and for any reason, including but not limited to, if you do not satisfy the client acceptance requirements. These Terms include by reference any additional terms and conditions from third parties that may be applicable to the context, functionality, and services of the Website ("Third Party Terms"). For the avoidance of doubt, by using and accessing the website either as a guest or a registered user you are agreeing to be bound to and subject to such Third Party Terms. Pagotronic's collection and use of personal information in connection with the Website will be in accordance with Pagotronic Privacy Notice.

The Website is intended to be used from the United States of America. Pagotronic makes no representations that the Website is appropriate or available for use in other jurisdictions. If you access or use the Website from other jurisdictions you are entirely responsible for compliance with all applicable laws and regulations, including but not limited to privacy, and export and import regulations.



We may revise and update these Terms and any other documents incorporated by reference herein, at any time in our sole discretion and without prior notice. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Similarly, Third Party Terms may be modified at any time without notice and Pagotronic disclaims any and all liability related to any Third Party Term modification your continued use of the Website following the posting of revised Terms or the modification of the Third Party Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

The Agreement is available to download once you have accepted it. An electronic copy of the Agreement is available upon request to legal@pagotronic.com.

Dispute Resolution.

You agree to arbitrate any claim, dispute, or controversy, including all statutory claims and any state or federal claims, that may arise out of or relating to the Website. The arbitration shall take place in Miami, Florida. By agreeing to arbitration, you understand and agree that you are waiving your rights to use other available resolution processes, such as a court action or administrative proceeding, to settle disputes. You agree that these Terms require the use of mediation and arbitration on an individual basis to resolve covered disputes, rather than jury trials or class actions.

Accessing the Website and Account Security.

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for ensuring that all persons who access the Website through your device are aware of these Terms and comply with them.

It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You acknowledge and agree that the Website may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

User Accounts:



In order to use most aspects of the Website, you must register for and maintain an active Pagotronic account ("Account"). These Terms do not govern your registration for, application for, or access or use of, an Account. Depending on the service or functionality, your use or access of an Account will be subject to Third Party Terms including:

- Atrium Terms and conditions (<https://atriumpay.com/solutions/about-us-atrium-pay/#>)
- Remitee Terms and conditions (<https://business.remitee.com/t-c>)
- Italcambio Terms and Conditions (<https://www.italcambio.com/terminos.php>)

You hereby acknowledge and agree that the use or access of an Account and any service related such use or access is subject to and governed by Third Party Terms. Pagotronic hereby disclaims all liability resulting from the use or access of an Account that is subject to applicable Third Party Terms.

Account registration requires you to submit certain personal information, including but not limited to your first name, last name, email address and mobile phone number, and a valid and current government-issued photo ID as part of the client acceptance process. You agree to maintain accurate, complete, and up-to-date information in your Account. You agree that you: (a) are not impersonating any person or entity; and (b) are not violating any applicable state, federal, or other law regarding use of personal information. We may, from time to time, use any of the information you submit to verify the completeness, accuracy or truthfulness of the information you have provided.

You are the only person authorized to use your user ID and password and for maintaining the confidentiality of your user ID and password. You shall not permit or allow other persons to have access to or use your user ID and password. You are responsible for the use of the Website under your user ID. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.

Pagotronic requires a valid, current email address to communicate with you and to identify you. You authorize Pagotronic to communicate with you using the email address that you provide. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms or a Third Party Term. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY PAGOTRONIC DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER PAGOTRONIC OR A SERVICE PROVIDER OR LAW ENFORCEMENT AUTHORITIES.



You represent and warrant that: (i) you either are the sole and exclusive owner of your information; and (ii) neither your Information nor your submission, uploading, publishing or otherwise making available of your information nor Pagotronic's use of your information as permitted by these Terms or any Third Party Term will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You may close your Account and terminate your relationship with us at any time without cost, but you will remain liable for all obligations related to your Account even after the Account is closed. When you close your Account, we will cancel any scheduled or incomplete transactions. If you have an external account linked to an Account, you must withdraw or transfer any funds held in your Account before closing your Account and closing an Account will result in Pagotronic automatically closing any linked external account.

In certain cases, you may not be permitted to close your Account, including but not limited to: (1) To evade an investigation; (2) If you have a pending transaction or an open dispute or claim; (3) If your Account has a negative balance; (4) If your Account is subject to a hold, limitation or reserve.

You hereby acknowledge and agree that Pagotronic is not an insured depository institution or bank and does not itself take deposits.

Prohibited Uses

You agree not to use the Website in a manner that violates any applicable law, regulation, these Terms or any applicable Third Party Term. You may not authorize third parties to use your Account, and you may not assign or otherwise transfer your Account to any other person or entity. You also represent that you are not an individual or an individual employed by or associated with an entity identified on the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List, or otherwise ineligible to receive items subject to US Export control laws and regulations, or other economic sanctions of any sovereign nation. You may not access or use the Services from within any country that is subject to United States export restrictions (currently including, but not necessarily limited to, Iran, Syria, North Korea, Libya, and Sudan). Additionally, you agree you will not: (1) Reproduce, modify, copy, sell, trade, lease, rent or resell the services or functionality of the Website; (2) Decompile, disassemble, or reverse engineer the Website; (3) Make the Website available on any file-sharing or application hosting service; (4) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (5) Permit others to engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the



rights of others, is likely to harm or damage the reputation of Pagotronic or could subject Pagotronic to liability to third parties; (6) Send or receive what we reasonably believe to be potentially fraudulent funds; (7) Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us; (8) 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.

Fees and Payments

Fees are calculated and billed in U.S. dollars. Payments made by you are final and non-refundable, unless otherwise determined by Pagotronic.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Pagotronic, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Applications, except as follows: (1) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (2) you may store files that are automatically cached by your Web browser for display enhancement purposes; (3) You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution; and (4) If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not modify copies of any materials from the Website or delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Terms or any applicable Third Party Term, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Pagotronic. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.



Digital Millennium Copyright Act. If any person or entity believes their copyright-protected work was posted on the Website without authorization, they may submit a copyright infringement notification. Such requests should only be submitted by the copyright owner or an agent authorized to act on the owner's behalf. Such requests should be sent to: legal@pagotronic.com

Trademarks

Pagotronic's name, the terms, Pagotronic' logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Pagotronic or its affiliates or licensors. You must not use such marks without the prior written permission of Pagotronic. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners and must not be used without the respective owner prior written consent.

GENERAL TERMS AND CONDITIONS

Subcontract and Processing. We may subcontract portions of the services to third parties. Pagotronic may provide your information to third parties providing services on Pagotronic's behalf, who may collect, use, transfer, store or otherwise process ("Process") it in various jurisdictions in which they operate in accordance with the applicable Third Party Terms.

Other Services. Pagotronic may perform services for other clients ("Other Services"), including services that could involve you as a counterparty. Performance of such Other Services does not constitute a conflict of interest with you.

User Content. You understand that Pagotronic may send notices, e-mails, statements, announcements and other account-related information to you using the information on your Account, and you hereby consent to it doing so. The Website may allow you to post, upload, or submit content (the "User Content"). As between you and Pagotronic, you own the User Content you post, but you hereby grant Pagotronic, to the maximum extent permissible under applicable law, a worldwide, perpetual, non-exclusive, sublicensable, royalty-free, irrevocable, transferable license to use, reproduce, distribute, modify, publish, and create derivative works of User Content for any commercial or non-commercial purpose, including without limitation in order to provide, operate, maintain, develop, promote, or improve the Applications, the Services, and Pagotronic's other offerings, to develop new ones, and as otherwise stated in these Terms and our Privacy Notice. You may also voluntarily or at Pagotronic's request provide feedback, suggestions, ideas, or improvements to the Applications (collectively, "Feedback"). You grant Pagotronic, to the maximum extent permissible under applicable law, a worldwide, perpetual, non-exclusive, sublicensable, royalty-free, irrevocable, transferable license to use, reproduce, distribute, modify, publish, and create derivative works of Feedback for any commercial or non-commercial purpose. You understand and agree that we will have no



obligation to pay or credit you for any Feedback. The licenses in this Section will survive the termination or expiration of the Terms or your use of the Website for any reason. You are solely responsible for User Content you provide (including its accuracy, completeness and legality). Pagotronic does not endorse User Content, has no obligation to monitor any User Content, and assumes no responsibility whatsoever for these materials. You represent and warrant that none of your User Content or Feedback infringes, misappropriates, or otherwise violates the personal or legal rights of any third party. In all cases, Pagotronic reserves the right to remove or disable access to any User Content without liability to you for any or no reason, including without limitation to account for changes to the Applications or to prevent breaches of these Terms, harm to other users, or liability to third parties.

LIMITATIONS. YOU AND ANY OTHERS FOR WHOM SERVICES ARE PROVIDED MAY NOT RECOVER FROM US, IN CONTRACT OR TORT, UNDER STATUTE OR OTHERWISE, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES IN CONNECTION WITH CLAIMS ARISING OUT OF THIS AGREEMENT OR OTHERWISE RELATING TO THE SERVICES OR THE WEBSITE, INCLUDING ANY AMOUNT FOR LOSS OF PROFIT, DATA OR GOODWILL, WHETHER OR NOT THE LIKELIHOOD OF SUCH LOSS OR DAMAGE WAS CONTEMPLATED. YOU AND ANY OTHERS FOR WHOM SERVICES ARE PROVIDED OR WHO USE OR ACCESS THE WEBSITE MAY NOT RECOVER FROM US, IN CONTRACT OR TORT, UNDER STATUTE OR OTHERWISE, AGGREGATE DAMAGES IN EXCESS ONE HUNDRED DOLLARS (USD \$100) FOR THE SERVICES THAT DIRECTLY CAUSED THE LOSS IN CONNECTION WITH CLAIMS ARISING OUT OF THESE TERMS OR OTHERWISE RELATING TO THE SERVICES OR THE WEBSITE. YOU MAY NOT MAKE A CLAIM OR BRING PROCEEDINGS RELATING TO THE SERVICES OR OTHERWISE UNDER THIS AGREEMENT AGAINST ANY PAGOTRONIC MEMBER, SHAREHOLDER, DIRECTORS, OFFICER, OR EMPLOYEES ("PAGOTRONIC PERSONS"). YOU SHALL MAKE

ANY CLAIM OR BRING PROCEEDINGS ONLY AGAINST US. THE PROVISIONS OF THIS PARAGRAPH ARE INTENDED TO BENEFIT ALL PAGOTRONIC PERSONS, WHO SHALL BE ENTITLED TO ENFORCE THEM. SIMILARLY, YOU IRREVOCABLY WAIVE ANY CLAIM, LIABILITIES AND CAUSES OF ACTION OF ANY NATURE AND KIND RELATED TO THE SERVICES OR THE WEBSITE AGAINST ANY THIRD-PARTY SERVICE BY WHICH THE WEBSITE LINKS TO, OR WHICH MAY HAVE ENABLE YOU TO CONNECT TO THE WEBSITE OR USE THE SERVICES. "THIRD-PARTY SERVICE" MEANS THIRD PARTY PRODUCTS, APPLICATIONS, SERVICES, SOFTWARE, NETWORKS, SYSTEMS, DIRECTORIES, WEBSITES, DATABASES AND INFORMATION.

Pagotronic shall not be liable for breach of these Terms caused by circumstances beyond your or our reasonable control.

INDEMNITY. You agree to defend, indemnify and hold Pagotronic harmless from any claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of



the services or the Website or your breach of these Terms or any applicable Third Party Term (collectively referred to as "Claims"). Pagotronic reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Pagotronic in the defense of any Claims.

Assignment. You may not assign any of your rights, obligations or claims arising out of or related to this Agreement or any Services.

Termination. We may terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms. The provisions of these Terms that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. These Terms shall terminate upon your deletion of your Account. Not accessing or using the Website alone does not constitute termination of these Terms. Either party may terminate these Terms, upon written notice to the other. In addition, Pagotronic may terminate these Terms, or any particular service, immediately upon written notice to you.

Disclaimer of Warranties. YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK AND THE SERVICES AND THE WEBSITE ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PAGOTRONIC, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES OR WEBSITE ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES OR WEBSITE. PAGOTRONIC AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECTION YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT.

PAGOTRONIC AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES OR WEBSITE WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS, LAWS OR REGULATIONS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.



Third-Parties. The Website may contain information and content provided by third parties and may contain links to third-party websites, and other resources that are not owned or controlled by Pagotronic. Notwithstanding anything to the contrary on these Terms or the Privacy Policy, Pagotronic is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for such external sites or resources. These links and resources do not imply any endorsement by Pagotronic and Pagotronic does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or resource from the Websites, you do so at your own risk, and you understand that these Terms and Pagotronic's Privacy Policy do not apply to your use of such links. You expressly relieve Pagotronic from any and all liability arising from your use of any third- party website, service, or content. You acknowledge and agree that Pagotronic is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources.

Governing Law. These Terms, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the services or Website, or questions relating to the scope or enforceability, shall be governed by, and construed in accordance with, the laws of Florida applicable to agreements made, and fully to be performed, therein by residents thereof.

Entire Agreement and Severability. These Terms constitute the entire agreement between you and Pagotronic and replace all prior understandings, communications and agreements, oral or written, regarding their subject matter. If any provision of these Terms (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.