Terms of Service

Last Updated June 1, 2026

1. Terms of Use

SplitPay.com (including any subdomains, “Split Pay”, or the “Website”) is a website and web application belonging to and operated by Visible Ideas, Inc. (the “Company”, “us”, “our”, and “we”). The Website provides users (“users”, “you”, and “your”) with the ability to view, access, and manage applications, data, information, text, links, graphics, photos, audio, video, or other materials stored, retrieved or appearing thereon, whether accessed through the Website or otherwise (collectively, “Services”). Certain features of the Website or certain Services may be subject to additional guidelines, terms, or rules, which will be posted on the Website or included in other agreements in connection with such features, including our Privacy and Cookies Policy (collectively, the “Split Pay Rules and Policies”). All such Split Pay Rules and Policies are incorporated by reference into these Terms of Use (the “Terms”).

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE WEBSITE. EACH TIME YOU ACCESS OR USE THE WEBSITE, YOU ARE ACCEPTING THESE TERMS IN CURRENT FORM (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE WEBSITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF USE, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

YOUR COMPLIANCE WITH THESE TERMS AND CONDITIONS OF USE IS A CONDITION TO YOUR RIGHT TO ACCESS THE WEBSITE. YOUR BREACH OF ANY PROVISION OF THESE TERMS AND CONDITIONS OF USE WILL AUTOMATICALLY, WITHOUT THE REQUIREMENT OF NOTICE OR OTHER ACTION, REVOKE AND TERMINATE YOUR RIGHT TO ACCESS THE WEBSITE AND YOU WILL BE FULLY LIABLE FOR CONVERSION, MISAPPROPRIATION, TRESPASS TO CHATTELS AND ALL OTHER CLAIMS AND CAUSES, REGARDLESS OF THE IDENTITY OF CLAIMANT OR INJURED PARTY, ARISING FROM OR RELATING TO YOUR CONTINUED USE OF THE WEBSITE AFTER SUCH BREACH.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS (SEE SECTION 5) TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. **PLEASE READ CAREFULLY THE PERMITTED TIME FOR FILING AN ACTION PROVISION AND ARBITRATION PROVISION, BOTH LOCATED IN SECTION 5.**

We may update the Services and any part of the Terms at any time, for any reason, at our sole discretion. Once any part of the Terms are updated and in effect, you will be bound by the Terms if you continue to use the Services, including by accessing the Website. We may, at any time, and without liability to you, modify or discontinue all or part of the Services (including access to the Services via any third-party links). You may contact us with questions about your use of the Services at support@splitpay.com or by calling us at +1 (877)

749-3592.

Use of the Services

For the avoidance of doubt, your access to the Services and the user platform (the “Platform”) for managing your Split Pay Account (defined in the “Account Creation” subsection below) is contingent on your maintenance of a Split Pay Account.

By registering for a Split Pay Account or using any of the Services, you agree that you have read, understood and accepted all of the terms and conditions contained in these Terms, and you acknowledge and agree that you will be bound by these agreements and policies.

To the extent that there is a conflict between these Terms and any applicable additional terms contained in any of the other Split Pay Rules and Policies, these Terms will control unless expressly stated otherwise. If you don't agree with these Terms, you may not use the Services and should not visit the Website or otherwise engage with the Services.

By subscribing to the Services, you agree to pay all charges and fees associated therewith, including but not limited to: (i) a monthly membership fee (“Monthly Fee”) of $9.99 and (ii) a bill payment fee equal to 1.5% of your total monthly rent assessed on each payment for all payment methods, including debit card, credit card, and check (the bill payment fee is calculated as a percentage of your total rent payment). Fees are rounded to the nearest cent using standard rounding practice. If these fees change, Split Pay will update the Terms pursuant to the terms herein. You must be a Split Pay user in good standing to access the Services. If you do not pay the Monthly Fee, you may be unable to access the Services. You may terminate the monthly membership to the Services through your account management features in the application or by contacting us at support@splitpay.com no later than the two (2) days prior to the end of the month in which you wish to cancel.

We may initiate an electronic fund transfer from your selected payment method for less than the full amount due if your payment method contains insufficient funds to cover the entire scheduled payment amount. We may capture any available balance in your selected payment method up to the total amount authorized, even if such balance is less than the full payment amount due. Your authorization to initiate a rejected debit or charge covers our attempts to collect any remaining unpaid balance through subsequent electronic fund transfers as permitted by applicable network rules and regulations.

Account Creation

In order to use certain features of the Website, including the Platform, you must register for an account (a “Split Pay Account”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information.

In registering to use a Split Pay Account, the Website, and any Services on behalf of an entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) you are duly authorized by such legal entity to act on its behalf, and (iii) such organization (and any affiliate entity) must not have been previously suspended or removed from the Services or any other

service or product offered by the Company or its affiliate entities. Use of certain Services may have further eligibility requirements that will need to be verified prior to you using such Services or from time to time in order to continue your use of the Services and may be subject to additional terms and conditions.

By accessing or using the Split Pay Account and Services, you further represent and warrant that:

a) you are at least 18 years old and are not a Restricted Person, nor are you resident of a Restricted Territory (each as defined in Section 2 below).

b) you will not be using the Split Pay Account and Services for any illegal activity, including illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, terrorism financing, other violent activities or any prohibited market practices, including those listed in Section 2 below.

Use of certain Services may have further eligibility requirements, including certain identity verification processes listed below, that will need to be verified prior to you using such Services or from time to time in order to continue your use of the Services and may be subject to additional terms and conditions.

You also understand that there are additional representations and warranties made by you elsewhere in (or by reference in) these Terms and/or the Split Pay Rules and Policies and that any misrepresentation by you is a violation of these Terms.

Notwithstanding the foregoing, the Company may determine not to make the Services, in whole or in part, available in every market, either in its sole discretion or due to legal or regulatory requirements. We may also, without liability to you or any third party, refuse to let you register for a Split Pay Account in the Company's sole discretion. We may suspend or terminate your Account in accordance with Section 7. We do not guarantee the quality or accessibility of the Services.

You may delete your Account at any time, for any reason, by following the instructions on the Website.

Registration Process; Identity Verification

You also agree to provide us and/or any service that we may direct you to, when registering a Split Pay Account and on an ongoing basis, any additional information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime. In certain circumstances, we may require you to submit additional information about yourself or your business, provide records, and complete other verification steps. You permit us to keep a record of such information and authorize us to make the inquiries, whether directly or through third parties, that we consider necessary or desirable to verify your identity or protect you, others, and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you understand, acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.

From time to time we may be required to request further information or review or update existing information regarding your account or your transactions to comply with applicable laws and regulation, and in some cases, payment network or ACH rules. Failure to provide such information, if requested by the Company, in a timely

fashion may result in the suspension of your ability to use the Services (until you provide such information) or the closure of your Split Pay Account.

You represent and warrant that all information provided to us is true, accurate and not misleading in any respect. If any such information changes, it is your obligation to update such information as soon as possible.

We reserve the right to maintain your account registration information after you terminate your Split Pay Account for business and regulatory compliance purposes, subject to applicable laws and regulation.

Privacy

We are committed to protecting your personal information and helping you understand exactly how your personal information is being used. You should carefully read our Privacy and Cookies Policy as it provides details on how your personal information is collected, stored, protected, and used.

Security of User Information

You are responsible for keeping your email address and all other account holder information up to date in your Split Pay Account profile. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify the Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

SMS Consent

By providing the Company with your mobile number and opting in, you give the Company permission to send you account-related text messages, (e.g., payment reminders and notifications), as well as marketing promotional messages, (e.g., special offers and discounts) in conjunction with the services you have requested.

- Number of messages will vary by account.
- Message and data rates may apply.
- To opt-out, text STOP to any text message the Company sends you. An opt-out confirmation message will be sent back to you.
- To request support, text HELP to any text message the Company sends you or email the Company at support@SplitPay.com.
- If your handset does not support MMS, any MMS messages sent may be delivered as SMS messages.
- Messages are intended for use by U.S. residents who are at least 18 years of age.
- Wireless carriers are not liable for undelivered or delayed messages.

- No mobile information will be shared with third parties/affiliates for marketing or promotional purposes.

2. Access to the Website and Platform

License

Subject to these Terms, the Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Website and/or the Platform solely for your own personal, non-commercial use.

Certain Restrictions

The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sublicense, relicense, sell, resell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Website, whether in whole or in part, or any content displayed on the Website, (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Website, (c) you shall not access the Website in order to build a similar or competitive website, product, or service, (d) except as expressly stated herein, no part of the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, (e) you shall not use the Website and/or Platform or any information displayed thereon to create, develop, enhance, or structure any database, or to create models, analytics, derivative products, derivative datasets, or other derivative works for resale or external distribution, (f) you shall not use the Website and/or Platform or any information displayed thereon in any way that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (g) you shall not use the Website and/or Platform or any information displayed thereon in any way that infringes our or any other third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, (h) you shall not use the Website and/or Platform or any information displayed thereon in a manner which violates any law, statute, ordinance, or governmental regulation (including without limitation the laws and regulations governing unfair competition, anti-discrimination or false advertising), (i) you shall not publish or publicly disclose the results of any comparison of data on Website and/or Platform to any other data, (j) you shall not selectively extract data elements from Website and/or Platform for any purpose other than your own personal use, (k) you shall not use the Website and/or Platform or any information displayed thereon in connection with, or to enable development of, machine learning, rules engines, or other similar automated processes, (l) you shall not use the Website and/or Platform or any information displayed thereon (i) as a factor in establishing an individual's eligibility for credit or insurance, (ii) in connection with underwriting individual insurance, (iii) in evaluating an individual for employment purposes, (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority, (v) in any way that would cause the information to constitute a "consumer report" under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.; or (vi) in any other manner that would cause such use to be construed as a consumer report by any governmental authority. Unless otherwise indicated, any future release, update, or other addition to functionality of the Website shall be subject to these Terms. All copyright and other proprietary notices on the Website (or on any content displayed on the Website) must be retained on all copies thereof.

Modification

The Company reserves the right, at any time, to modify, suspend, or discontinue the Website (in whole or in part) with or without notice to you. You agree that the Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Website or any part thereof.

Fees

The Company may charge fees in connection with the Services. You agree to pay the fees shown to you, if any, or as separately agreed between you and the Company, when you enter into a transaction.You are responsible for, and agree to pay, all fees that may be charged by your financial institution in connection with sending funds to the Company or receiving funds from the Company. The Company is not responsible for any charges that you incur based on delayed processing of deposits or withdrawals that might result from overdraft fees or otherwise.

No Support or Maintenance

You acknowledge and agree that the Company will have no obligation to provide you with any support or maintenance in connection with the Website.

Right to Change/Remove Features or Suspend/Delay Transactions

We reserve the right to change, suspend, or discontinue any aspect of the Services or the Platform at any time, including hours of operation or availability of any feature, without notice and without liability. We may, in our sole discretion, delay any transaction if we believe that such transaction is suspicious, may involve fraud or misconduct, violates applicable laws or payment network or ACH rules, or violates any term of this Agreement.

Ownership

You acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, and all underlying data compilations and information in the Website and its content, are all owned by the Company or the Company's partners and/or suppliers and that these rights and this content are valuable commercial products, the development of which has involved the expenditure of substantial time and money. Neither these Terms (nor your access to the Website) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2. The Company and its partners and/or suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms. The Company's partners and/or suppliers are an express third party beneficiary to this section of these Terms.

Compliance with Applicable Law

Your use of the Services is subject to the laws, regulations, and rules of any applicable governmental or regulatory authority, including all applicable tax, anti-money laundering ("AML") and know-your-customer ("KYC") provisions.

You unequivocally agree and understand that by registering a Split Pay Account and using the Services or the Platform in any capacity, you will act in compliance with and be legally bound by these Terms and all applicable laws and regulations. For the avoidance of doubt, continued use of your Split Pay Account and the Company's obligations to you under these Terms are conditioned on your continued compliance at all times with this Agreement and all applicable laws and regulations. The Company's AML and KYC procedures are guided by all applicable laws and regulations regarding AML and KYC. These standards are designed to prevent the use of the Services for money laundering or terrorist financing activities. We take compliance very seriously and it is our policy to take all necessary steps to prohibit fraudulent transactions, report suspicious activities, and actively engage in the prevention of money laundering and any related acts that facilitate money laundering, terrorist financing or any other financial crimes.

You agree, represent, and warrant on an ongoing basis that any funds used to pay for Services or otherwise deposited in your Split Pay Account are not the direct or indirect proceeds of any criminal or fraudulent activity.

The Services are subject to economic sanctions programs administered in the countries where we conduct business, including those administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), pursuant to which we are prohibited from providing services or entering into relationships with certain individuals and institutions. By using the Services, you represent that your actions are not in violation of such sanctions programs. Without limiting the foregoing, you may not use the Services if (i) you are located, organized, or resident in a country or territory that is, or whose government is, subject to comprehensive sanctions by OFAC, including the Russian Federation, Côte d'Ivoire, Cuba, Belarus, Iran, Iraq, Liberia, North Korea, Sudan, and Syria ("Restricted Territories"), (ii) you are on the Table of Denial Orders, the Entity List, the List of Specially Designated Nationals and Blocked Persons List, Consolidated Sanctions List, or any other sanctions lists administered by OFAC ("Restricted Persons"), or (iii) you intend to transact with any Restricted Territories or Restricted Persons.

In the event that we are required to block funds associated with your account in accordance with a sanctions program, or other similar government sanctions programs, we may: (i) suspend your account; (ii) terminate your account; (iii) return funds to the destination of their origin or to an account specified by authorities; or (iv) require you withdraw funds from your account within a certain period of time. In certain cases, taking one or more of these actions may result in a forfeiture of some or all of your assets held with the Company. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with applicable law and regulations, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.

Restricted Activities and Prohibited Transactions

In connection with your use of the Services, we reserve the right to restrict or terminate your access from engaging with the Services. You agree not to use the Website to engage in any of the following activities ("Restricted Activities"), and you agree that we have the right to restrict or terminate your access to the Services via any technically available methods if we suspect, in our sole discretion, that you engaged in any such Restricted Activity:

- violate (or assist any other party in violating) any applicable law, statute, ordinance, or regulation;
- violate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or any obligation or restriction imposed by any third party;
- defraud (or assist in the defrauding of) the Company or other Split Pay users;
- provide false, inaccurate, or misleading information;
- take any action that interferes with, intercepts, or expropriates any system, data, or information;
- partake in any transaction involving the proceeds of illegal activity;
- transmit or upload any virus, worm, or other malicious software or program;
- attempt to gain unauthorized access to other Split Pay Accounts, the Website, the Platform, or any related networks or systems, whether through password mining or any other means;
- use the Services on behalf of any third party or otherwise act as an intermediary between the Company and any third parties;
- harvest, collect, gather or assemble information or data regarding other users, including email addresses;
- send through the Website unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
- interfere with, disrupt, or create an undue burden on servers or networks connected to the Website, or violate the regulations, policies or procedures of such networks;
- use software or automated agents or scripts to produce multiple accounts on the Website, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Website;
- defame, harass, or violate the privacy or intellectual property rights of the Company or any other Split Pay users; or
- upload, display or transmit any messages, photos, videos or other media that are harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, harmful to minors in any way, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable.

In addition, using the Services for transactions ("Prohibited Transactions") related to the following is prohibited, and the Company reserves the right to monitor for transactions that relate to:

- any Restricted Persons or persons or entities located in Restricted Territories;
- weapons of any kind, including firearms, ammunition, knives, explosives, or related accessories;
- controlled substances, including narcotics, prescription drugs, steroids, or related paraphernalia or accessories, unless possession of and transactions involving such controlled substances are authorized by the jurisdiction in which the user is based as well as by the jurisdiction in which the transaction takes place, and provided any such transactions comply with all applicable law;
- gambling activities including sports betting, casino games, horse racing, dog racing, games that may be classified as gambling (i.e. poker), or other activities that facilitate any of the foregoing, unless such activities are authorized by the jurisdiction in which the user is based as well as by the jurisdiction in which the transaction takes place, and provided any such activities comply with all applicable law;
- money laundering or terrorist financing;
- any sort of Ponzi scheme, pyramid scheme, or multi-level marketing program;
- goods or services that infringe or violate any copyright, trademark, or proprietary rights under the laws of any jurisdiction;
- credit repair services, or other services that may present consumer protection risks;
- court ordered payments, structured settlements, tax payments, or tax settlements;
- any unlicensed money transmitter activity;
- layaway systems, or annuities;
- counterfeit goods, including fake or "novelty" IDs;
- wash trading, front-running, insider trading, market manipulation or other forms of market-based fraud or deceit;
- purchasing goods of any type from "Darknet" markets, or any other service or website that acts as a marketplace for illegal goods (even though such marketplace might also sell legal goods); or
- any other matters, goods, or services that from time to time we communicate to you that are unacceptable and which, for example, may be restricted by our and your financial institution or payment partners

In the event that the Company learns you are making or attempting any Restricted Activities or Prohibited Transactions, the Company will consider it to be a violation of these Terms and may suspend or terminate your Split Pay Account.

3. User Content

You are solely responsible for your content. You assume all risks associated with use of your content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your content that personally identifies you or any third party. Unless otherwise specifically set forth in the terms of a Service, the Company is not obligated to backup any of your content, and your content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your content if you desire.

License

You hereby grant (and you represent and warrant that you have the right to grant) to the Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your content in the Website and/or the Platform. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your content.

Feedback

If you provide the Company with any feedback or suggestions regarding the Website, you hereby assign to the Company all rights in such feedback and agree that the Company shall have the right to use and fully exploit such feedback and related information in any manner it deems appropriate. The Company will treat any feedback you provide to the Company as non-confidential and non-proprietary. You agree that you will not submit to the Company any information or ideas that you consider to be confidential or proprietary.

Links & Ads

The Website may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “Links & Ads”). Such Links & Ads are not under the control of the Company, and the Company is not responsible for any Links & Ads. The Company provides access to these Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Links & Ads. You use all Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Links & Ads.

Enforcement

We reserve the right (but have no obligation) to review any of your content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your content, terminating your Account, and/or reporting you to law enforcement authorities. We may disclose any information as necessary to satisfy any law, regulation, legal process, or governmental requests.

4. Disclaimers

General; No Warranties

THE WEBSITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND THE COMPANY (AND OUR PARTNERS AND/OR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (INCLUDING, BASED ON COURSE OF DEALING OR USAGE IN TRADE), OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (INCLUDING, REAL ESTATE CLOSINGS), TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR PARTNERS AND/OR SUPPLIERS) MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. YOU ACKNOWLEDGE THAT THE CERTAIN DATA AND INFORMATION DISPLAYED ON THE WEBSITE AND/OR THE PLATFORM IS SOURCED FROM PUBLIC DOCUMENTS OR STATISTICAL CALCULATIONS. NEITHER THE COMPANY, NOR ITS PARTNERS AND/OR SUPPLIERS ARE RESPONSIBLE FOR ERRORS, OMISSIONS, MISCALCULATIONS, OR MISREPRESENTATIONS OF VALUE TO THE EXTENT DISPLAYED. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE SERVICES IN ANY GEOGRAPHIC AREA. THE SERVICES PROVIDED ARE NOT INSURED, AND YOU SHALL NOT CONSTRUE THE SERVICES AS A REPRESENTATION BY THE COMPANY (OR ANY OF OUR PARTNERS AND/OR SUPPLIERS) AS TO THE CONDITION OF TITLE TO REAL PROPERTY. YOU SHALL NOT CONSTRUE THE SERVICES AS AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. YOU ACKNOWLEDGE THAT THE SERVICES MAY NOT INCLUDE ALL RECORDED CONVEYANCES, INSTRUMENTS OR DOCUMENTS WHICH IMPART CONSTRUCTIVE NOTICE WITH RESPECT TO ANY CHAIN OF TITLE DESCRIBED IN THE SERVICES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE WEBSITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

The materials on the Website are not and should not be construed as an advertisement, recommendation, solicitation or offer to sell, purchase or subscribe for any product or investment. Any market information provided within the materials is subject to change and is obtained from sources believed to be reliable but neither the information, nor its source, have been verified. No guarantee, representation or warranty is made as to its accuracy or completeness.

No Investment, Tax or Legal Advice

The Company does not provide investment, tax, or legal advice. You should consult your investment, legal or tax professional regarding your specific situation. The Company may provide educational information, which may include, but is not limited to, blog posts, articles, links to third-party content, news feeds, tutorials, and videos. The information provided on the Website or any third-party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the website's content as such.

Any use of the Website shall be at your own risk.

Taxes

The Company will maintain a record of your transaction history, which you will be able to access through your Split Pay Account for purposes of making any required tax filings or payments, but it is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority. The Company will make any tax withholdings or filings that we are required by law to make, but the Company is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

5. Arbitration Provision

PLEASE READ THIS SECTION 5 CAREFULLY: IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Under the terms of this Arbitration Provision, and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it.

Your Right to Opt Out; Effect of Arbitration

This Arbitration Provision will apply to you and us and to your Account as of the date your Account was opened (or, if you are an existing customer, as of the date of this Agreement), unless you opt out by providing proper and timely notice as set forth below. If a Claim (as defined below) is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general, or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person. This Arbitration Provision will survive the termination of this Agreement. See further details below.

Definitions

“We,” “Us” and “Our.” Solely as used in this Dispute Resolution section, the terms “we,” “us” and “our” also refer to (1) our employees, agents, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors, and assigns; and (2) any failed bank to the extent of the assets acquired by us or our affiliates.

“Account.” For purposes of this Arbitration Provision, “Account” refers to your Split Pay account or accounts with us and the features and services provided in connection with it or them. Personal deposit accounts include checking accounts, savings accounts, money market deposit accounts, and certificates of deposit. Certificates of deposit and money market deposit accounts held in a retirement account are collectively an “Account.”

“Claim.” A “Claim” subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present, or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to this Agreement, your Split Pay Account or Accounts, the events leading up to your becoming an Account holder (for example, advertisements or promotions), any feature or service provided in connection with your Account or Accounts, or any transaction conducted with us related to any of your Accounts.

Notwithstanding the foregoing, the term “Claim” excludes: (a) any dispute or controversy about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver and Public Injunctive Relief Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court. After a Claim is filed with the arbitration administrator, but before an arbitrator is formally appointed to a Claim, a party may send a written notice to the opposing party and the administrator stating that the Claim is within the jurisdiction of small claims court (or an equivalent court) and requesting that that court decide the Claim. Upon receipt of that notice, the administrator will administratively close the case without requiring the payment of filing or any other administrative fees.

“Dispute.” Dispute refers to any Claim or controversy between us arising out or relating to the Terms or the Services.

Agreement to Attempt to Resolve Disputes Through Good Faith Negotiations

PRIOR TO COMMENCING any legal proceeding against us of any kind, including an arbitration as set forth below, you and we agree that we will attempt to resolve any dispute, claim, or controversy between us arising out of or relating to the agreement or the Services (each, a “Dispute” and, collectively, “Disputes”) by engaging in good faith negotiations. Such good faith negotiations require, at a minimum, that the aggrieved party provide a written notice to the other party specifying the nature and details of the Dispute. The party receiving such notice shall have thirty (30) days to respond to the notice. Within sixty (60) days after the aggrieved party sent the initial notice, the parties shall meet and confer in good faith by videoconference, or by telephone, to try to resolve the Dispute. If the parties are unable to resolve the Dispute within ninety (90) days after the aggrieved party sent the initial notice, the parties may agree to mediate their Dispute, or either party may submit the Dispute to arbitration as set forth below. Either party may seek court intervention regarding the initiation of arbitration or the assessment of fees in connection with such arbitration.

Agreement to Arbitrate

Electing Arbitration of Claims

Except if you opt out as provided below, you or we may elect to arbitrate any Claim if a Dispute cannot be resolved through the good faith negotiation procedures outlined above. The election may be made by submitting a written Notice of Arbitration (“Notice”) in accordance with the terms herein. Or, if a lawsuit asserting a Claim is filed in court, the other party may elect arbitration in the lawsuit (for example, a motion by the defendant to compel arbitration). If you or we commence litigation of a Claim, neither you nor we waive our right to elect to

arbitrate any counterclaim or other Claim that you or we may make. Either party may seek court intervention regarding the initiation of arbitration or the assessment of fees in connection with such arbitration.

Notice Requirements

If you or we elect to arbitrate a Claim, the claimant must provide the other party with written Notice **BEFORE** commencing arbitration. Notice to us shall be sent to, Visible Ideas, Inc., Attn: Legal, 3692 Grand Avenue, Miami, FL 33133 (the "Notice Address"). Our Notice to you shall be sent to the most recent address for you in our files. The Notice must be clearly marked "Notice of Arbitration" and contain the claimant's name, telephone number, mailing address, e-mail address, the Account number of any Account at issue, a description of the nature and basis of the dispute, the relief sought by the claimant, and the claimant's signature. To safeguard your Account, if you have retained counsel to submit the Notice, your Notice must include your signed statement authorizing us to share information about the Account and the Claim with your counsel.

The noticing party must provide the other party 45 days from receipt of the Notice in order to provide the parties a meaningful opportunity to resolve the dispute in an informal, prompt, mutually beneficial manner. During this period, any applicable statutes of limitations or contractual limitations periods will be tolled. The arbitration administrator may not accept or administer an arbitration nor assess fees until the expiration of the 45-day period. Either party may seek court intervention regarding the initiation of arbitration or the assessment of fees in connection with such arbitration.

You and we agree that any Dispute that cannot be resolved through the procedures set forth above will be resolved through binding arbitration in accordance with the American Arbitration Association (AAA) Consumer Arbitration Rules. The AAA rules and forms may be obtained by contacting AAA at 1-800-778-7879 or visiting http://www.adr.org . AAA will apply its rules and codes of procedures in effect at the time arbitration is elected including, if applicable, AAA's Supplementary Rules for Multiple Case Filings. If AAA is unable or unwilling to administer the arbitration in accordance with this Arbitration Provision, the parties may agree on another administrator or, if there is no agreement, a court with jurisdiction may appoint one. The arbitrator may, as appropriate, hold hearings in person, by telephone or videoconference, or decide Claims based on papers submitted by the parties. Any in-person arbitration hearing will take place in a venue in the county where you reside unless you and we agree otherwise and that one neutral arbitrator will be selected in a manner consistent with the AAA National Rules for the Resolution of Employment Disputes (the "AAA Rules"). The location of the arbitration shall be in New York, New York. Arbitration shall be the sole, exclusive, and final remedy for any dispute between you and the Company. The language of the arbitration shall be English. The arbitrator shall have experience adjudicating matters involving Internet technology, software applications, and financial transactions. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" subsection of this Section 5 as to the types and amounts of damages for which a party may be held liable. The prevailing party will be entitled to an award of their reasonable attorney's fees and costs.

Arbitration costs

The parties shall pay filing, administrative, and arbitrator fees in accordance with the administrator's rules, unless applicable law requires a different allocation. This means that you will be responsible for paying your share of the administrator's filing fees unless you obtain a waiver of fees from the administrator. However, if you send us a written signed request at our Notice Address requesting that we pay your share of the fees and stating that you

tried but were unable to obtain a fee waiver after submitting the documentation required by the administrator, and if your request is made in good faith, we will pay or reimburse you for your share of the filing fees charged by the administrator

What law the arbitrator will apply

The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same evidentiary privileges and applicable substantive law that a court would apply if the matter were pending in court. The arbitrator may consider rulings in arbitrations involving other customers, but an arbitrator's ruling will not be binding in proceedings involving different customers. In addition, the arbitrator has the same power as a federal court to impose sanctions against any represented party or counsel for any violation of the standards of Federal Rule of Civil Procedure 11(b) or 28 U.S.C. § 1927.

Venue

For any in-person arbitration held pursuant this Arbitration Provision, the proceedings shall be conducted at a location which is reasonably convenient to both parties.

The arbitrator's decision and award.

At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies (including statutory awards of attorneys' fees) available under applicable law, as limited by the Class Action Waiver and Public Injunctive Relief Waiver provisions below, in an individual action brought in court. If the arbitrator finds that you or we have violated the standards of Federal Rule of Civil Procedure 11(b) or 28 U.S.C. § 1927, if permitted by applicable law, the arbitrator may reallocate compensation, expenses, and administrative fees (which include filing and hearing fees) as justice requires.

Effect of arbitration award; Appeal

The arbitrator's award shall be final and binding on all parties, except for any right of judicial review provided by the Federal Arbitration Act.

Federal Arbitration Act

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision.

CLASS ACTION WAIVER

If either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons (except for co-account owners). No arbitrator shall have authority to conduct any arbitration in violation of this provision

or to issue any relief (including damages, restitution, or declaratory relief) that applies to any person or entity other than you and/or us individually. The parties acknowledge that this Class Action Waiver is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Provision. If (after exhaustion of all appeals) a court finds that this Class Action Waiver is unenforceable, then any non-arbitrable aspects of the Claims will proceed in court after all other arbitrable aspects of the Claims are arbitrated. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

PUBLIC INJUNCTIVE RELIEF WAIVER

If either you or we elect to arbitrate a Claim, neither you nor we will have the right to seek a public injunction, if such a waiver is permitted by the FAA. If (after exhaustion of all appeals) a court decides that this Public Injunctive Relief Waiver is unenforceable, any request for a public injunction will be decided in court after all other Claims are arbitrated. In no event will an arbitrator be permitted to issue a public injunction.

Conflicts; Severability; Survival

In the event of a conflict between any part of the provisions of this Arbitration Provision and the AAA rules, or any other terms of the Agreement, the part(s) provisions of this Arbitration Provision at issue shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver or Public Injunctive Relief Waiver. This Arbitration Provision shall survive (1) the closing of your Account and the termination of any relationship between us, including the termination of the Agreement, and (2) survive any bankruptcy to the extent consistent with applicable bankruptcy law.

RIGHT TO OPT OUT

You may opt out of arbitration by sending us a written notice (the "Opt Out Notice"). To be effective, an Opt Out Notice must (1) include the Account holder name, address, phone number, and Account number(s); (2) state that you are opting out of the Arbitration Provision in the Split Pay Terms; (3) be sent to us at Visible Ideas, Inc., Attn: Legal, 3692 Grand Avenue, Miami, FL 33133; (4) be signed personally by all account owners; and (5) be postmarked within thirty (30) days after either (i) the date we first delivered or otherwise provided you with an arbitration provision, in paper or electronic form, or (ii) the day you open your Account, whichever is later. Your decision to opt out will not affect any other term in these Terms. If these Terms with its Arbitration Provisions have already been delivered or otherwise made available to you, amendments to the Terms will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.

Permitted Time for Filing an Action

To the greatest extent permitted by applicable law, any lawsuit or arbitration proceeding must be filed within two years after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. If applicable law does not permit the contractual shortening of the time during which a lawsuit or arbitration proceeding must be filed to a two-year period, you and we agree to the shortest time legally permitted.

Military Lending Act

If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your contract with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND WE OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING.

Confidentiality

All aspects of the arbitration proceeding, including the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce the provisions of this Section 5, to enforce an arbitration award, or to seek injunctive or equitable relief.

Severability

If any part or parts of this Section 5 are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this Section 5 shall continue in full force and effect.

Right to Waive

Any or all of the rights and limitations set forth in this Section 5 may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Section 5.

Courts

In any circumstances where this Section 5 permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within New York, New York, for such purpose.

Waiver of Injunctive or Other Equitable Relief

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION, THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF THE SERVICES, OR ANY OTHER WEBSITE, APPLICATION, CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY ANY COMPANY INDEMNIFIED PARTY (DEFINED BELOW).

6. Electronic Communications and Signatures

Electronic Communications

The communications between you and the Company use electronic means, whether you use the Website or send us emails, or whether we post notices on the Website or communicate with you via email. For contractual purposes, you (a) consent to receive communications from the Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

This Section 6, which is your Consent to Electronic Signatures and Electronic Delivery of Disclosures and Notices (the “Consent”), applies to all notices and disclosures for services provided on the Website. You agree to the use of electronic signatures and to allow the Company to electronically deliver important notices and disclosures that apply to our services, including our credit cards. Please read this Consent carefully.

By consenting to use electronic signatures, you agree that any electronic signatures that you provide through our website, mobile website, and mobile application, are valid and enforceable as your legal signature and acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the disclosures and agreements and terms and conditions we provide you just as if you had physically signed the same documents.

Types of Information Provided Electronically

Examples of some of the notices or disclosures we may deliver electronically:

- Split Pay Account documents (including Account Opening Documents and Account Agreements)
- Consumer Privacy Notice
- Credit Score Disclosures
- Disclosures or notices required under applicable laws and regulations, which may include notices regarding changes in the terms and conditions of your account

Access to Notices and Disclosures Delivered Electronically

The format of the electronic documents may vary based on the device you use to access your accounts. You will need a valid email address, phone number, connection to the internet, and the following hardware and software to view the notices and disclosures we deliver to you electronically:

- Browser - a current version of the browsers supported by our website, which include Microsoft Internet

Explorer or Edge, Google Chrome, Mozilla Firefox, and Apple Safari.

- PDF reader - a current version of a program that reads and displays PDF files (such as Adobe Acrobat Reader).

- Operating System – an operating system that supports a current version of one of the browsers listed above and a current version of a program that reads and displays PDF files, including the most current version of Microsoft Windows and Apple OS for personal computers and iOS, Android, or Windows Phone for mobile devices.

- Device – a device that can connect to the internet and has sufficient storage capacity to download and save the notices and disclosures we send you or the ability to print notices and disclosures from your Device.

How to Obtain Paper Copies

You may request a free paper copy of any of the notices and disclosures we provide you electronically by contacting us at support@splitpay.com or +1 (877) 749-3592. You may also download and print any notices or disclosures we send you. We may at our option deliver information to you on paper and may also require that certain communications from you be delivered to us on paper at a specified address.

Withdrawal of Consent

Prior to completion of the account application, you may withdraw your consent to receiving notices and disclosures in electronic form by exiting the application. If you do not consent to receive account notices and disclosures electronically, we cannot accept and process your request for an account. If you wish to withdraw your consent after you have completed your application and your account is opened, you may contact us support@splitpay.com There is no fee to process your withdrawal of the Consent. Any withdrawal of the Consent will be effective only after we have a reasonable time period to process your withdrawal. Some services may not be available after you withdraw consent.

Consent

By clicking, signing or checking that you agreed to the Consent, you: (1) acknowledge that you have read and understand the Consent; (2) acknowledge that you have the ability to access notices and disclosures delivered electronically; (3) consent to the use of electronic signatures; and (4) consent to electronic delivery of notices and disclosures described in the Consent.

7. General

Term and Termination

Subject to this Section, these Terms (as such Terms may be updated) will remain in full force and effect while you use the Website and the Platform. We may suspend or terminate your rights to use the Website (including

your Split Pay Account) at any time for any reason at our sole discretion, including for any use of the Website in violation of these Terms. Upon termination of your rights to use the Website (including your Split Pay Account) under these Terms, your Split Pay Account and right to access and use the Website and the Platform will terminate immediately. You understand that any termination of your Split Pay Account may involve deletion of user content associated with your Split Pay Account from our live databases. The Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Split Pay Account or deletion of your content. Even after your rights under these Terms are terminated, Sections 4, 5 and 7 of these Terms will remain in effect.

Release

You hereby release and forever discharge the Company and its affiliates and subsidiaries and their officers, employees, and agents (collectively, “Company Indemnified Parties”) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Website (including any interactions with, or act or omission of, other Website users or any Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Indemnification

You agree to indemnify, defend, and hold harmless the Company Indemnified Parties from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of:

- your use of the Website;
- your breach or alleged breach of these Terms, including any of the Split Pay Rules and Policies;
- anything you contribute to the Services;
- your misuse of the Services, or any smart contract and/or script related thereto;
- your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities;
- your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property, or privacy right;
- your use of a third-party product, service, and/or website; or
- any misrepresentation made by you.

We reserve the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with our defense of any claim. You will not settle any claim without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY COMPANY INDEMNIFIED PARTY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH: (A) THE SERVICES OR YOUR INABILITY TO USE OR ACCESS THE SERVICES; (B) MISUSE OF THE SERVICES (INCLUDING UNAUTHORIZED ACCESS OF THE SERVICES); (C) ANY USER CONDUCT ON THE SERVICES; OR (D) TERMINATION, SUSPENSION OR RESTRICTION OF ACCESS TO ANY THE SERVICES.

IN ADDITION TO THE FOREGOING, NO COMPANY INDEMNIFIED PARTY SHALL BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUCTED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (D) ANY CHANGE IN LAW, REGULATION, OR POLICY; (VI) EVENTS OF FORCE MAJEURE; OR (E) ANY THIRD PARTY.

THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE INDEMNIFIED PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE.

IN NO EVENT WILL THE COMPANY INDEMNIFIED PARTIES' CUMULATIVE LIABILITY TO YOU OR ANY OTHER USER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY EXCEED FIVE HUNDRED U.S. DOLLARS (U.S. $500.00).

UNDER NO CIRCUMSTANCES SHALL ANY COMPANY INDEMNIFIED PARTY BE REQUIRED TO DELIVER TO YOU ANY VIRTUAL CURRENCY AS DAMAGES, MAKE SPECIFIC PERFORMANCE, OR ANY OTHER REMEDY.

Some jurisdictions do not allow the exclusion or limitation of certain warranties and liabilities provided in this Section; accordingly, some of the above limitations and disclaimers may not apply to you. To the extent applicable law does not permit Company Indemnified Parties to disclaim certain warranties or limit certain liabilities, the extent of Company Indemnified Parties' liability and the scope of any such warranties will be as

permitted under applicable law.

Changes

The Company may amend any portion of these Terms at any time by posting the revised version of these Terms with an updated revision date. The changes will become effective, and shall be deemed accepted by you, the first time you use the Services after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to any activity initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Website and the Services and close your Split Pay Account. You agree that we shall not be liable to you or any third party as a result of any losses suffered by any modification or amendment of these Terms.

Change of Control

In the event that the Company is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

Governing Law; Venue

The laws of the State of New York and applicable United States federal law shall govern this Agreement, including but not limited to, the Federal Arbitration Act. Except as provided in the Arbitration Provision in Section 5, each Party agrees to submit to the personal and exclusive jurisdiction of the courts located in New York, New York.

Export

The Website may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from the Company, or any products utilizing such data, in violation of the United States export laws or regulations.

Disclosures

If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by writing them at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Entire Terms

These Terms constitute the entire agreement between you and us regarding the use of the Website. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be

invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without the Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

Intellectual Property

Copyright © 2026 Visible. All rights reserved. Nothing on the Website shall be interpreted as granting any license or right to use any image, trademark, trade dress, logo or service mark on the Website. Anything transmitted to the Website by you becomes the Company's property and may be used by us for any lawful purpose. We reserve all rights with respect to copyright and trademark ownership of all material on the Website, and will enforce such rights to the full extent of the law.

Unless otherwise noted, all Website contents are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by the Company or by third parties who have licensed their materials to the Company and are protected by U.S. and international copyright laws. The compilation of all Website contents is our exclusive property and is also protected by U.S. and international copyright laws.

The Website, including all Information, is owned by or licensed to the Company and is subject to and protected by various intellectual property rights, including but not limited to copyright, trade secrets, trademarks, service marks, brand names and other proprietary rights whether under contract, statute or any similar provisions ("IP Rights"). All IP Rights are and shall remain the exclusive property of the Company, its respective third party licensors or third parties to whom it is attributed and in using the Website individual users shall not obtain any rights, title or other interest in or to any information on the Website or related IP Rights. Users are not permitted to sell or distribute or otherwise deal with any content or information on the Website or any deviations of such information without the prior written consent of the Company.

Support

For customer service, please reach out to Split Pay Support at support@splitpay.com or call us at +1 (877) 749-3592.

No Third-Party Beneficiaries

This Agreement is between you and the Company. No user has any rights to force the Company to enforce any rights it may have against you or any other user.