Terms of Service for Merchants

These terms govern the merchant accounts and payment processing arrangements expressly accepted by the Merchant under section 2. They state the parties' agreed risk, reserve, settlement, documentation and data handling obligations. The actual processing arrangement is identified in the Merchant Agreement.

VERSION	REVISED	SUPERSEDES
10.0	2 November 2026	Terms of Use v1 (tagada.io/terms), for payment processing only

STATUS

In force from 2 November 2026

1 Definitions

1.1 In these Terms the following words have the meanings given below. Defined words are capitalised wherever they appear.

TERM	MEANING
TagadaPay, we, us, our	TagadaPay LLC, a Texas limited liability company. An affiliate is not a contracting party merely because it assists in providing services.
Merchant, you, your	The legal entity that affirmatively accepts these Terms, for its expressly identified Accounts and trading names. A separate company or individual is not a Merchant or guarantor merely because it shares an owner, director, device or bank detail.
Account	Any merchant account, payment account or processing account on the Platform, identified by a unique account or TPA reference.
Platform	The TagadaPay payment processing services, the Dashboard, and the related reporting, APIs and integrations, in any version. The Tagada CRM (checkout, funnel, subscription and order management software) is not part of the Platform and is governed by the Tagada Terms of Use.
Acquirer	The identified bank or acquiring payment provider through which the Account's Transactions are processed or settled. Any separate payment facilitator or merchant of record and its role are identified in the Merchant Agreement.
Card Network	Visa, Mastercard, American Express, Discover, JCB, UnionPay, and any other card scheme, wallet, bank transfer scheme, buy-now-pay-later provider or local payment method available on the Platform.

TERM	MEANING
Network Rules	The operating regulations, risk programmes, monitoring programmes and security standards of the Card Networks and the Acquirers, as amended from time to time, including PCI DSS.
End Customer	A person who buys from you, or attempts to buy from you, through the Platform.
Transaction	Any payment, authorisation, capture, recurring charge, rebill, refund, reversal, payout or adjustment processed through the Platform.
Settlement	The movement of Transaction proceeds from the Acquirer into your Available Balance, net of amounts held or owed.
Pending Balance	Proceeds captured from End Customers that have not yet settled into your Available Balance.
Available Balance	The recorded settled proceeds credited to the Account before the separately identified deductions and holds under section 6.2. A hold or deduction already reflected in that balance is not subtracted again.
Payout	A transfer of funds from your Available Balance to your nominated bank account.
Reserve	The amount we require to remain on your Account and which is not available for Payout, calculated under section 7.
Reserve Rate	The percentage applied to Window Volume to calculate the rolling part of the Reserve.
Reserve Window	The trailing number of days of captured sale volume used to calculate the rolling Reserve under section 7. It is not itself a guaranteed holding period for each transaction; release follows sections 7.9 and 15.4.
Window Volume	The gross value of captured sales on the Account within the Reserve Window, counted once in the Account's reserve currency before Refunds, Chargebacks and Fees. Authorisations without capture, declined payments, Refunds, reversals, Payouts and bookkeeping adjustments are excluded. The accepted currency source and time are used consistently.
Minimum Reserve	A fixed amount we may require to be held irrespective of Window Volume.
Chargeback	A payment formally disputed or reversed through the applicable network or bank dispute process, including its pre-arbitration or arbitration stages. A retrieval request or Alert is not itself a Chargeback.
Alert	A pre-dispute notification received through a network alert or resolution service, including Ethoca, Verifi, Order Insight, Rapid Dispute Resolution and any successor service.

TERM	MEANING
Debt	An amount validly owed to TagadaPay LLC under section 10.1, including accepted Fees, attributable funded Refunds or Chargebacks, lawful assessments and permitted recovery costs. Claim ownership, recourse, reconciliation and credits follow section 10.
Fees	The amounts payable to us under section 9.
Beneficial Owner	Any individual who directly or indirectly owns or controls 10% or more of the Merchant, and any director, officer or authorised representative. This is a contractual verification category only and does not replace a statutory ownership or control definition or impose personal liability.
Risk Event	Any circumstance listed in section 14.2.
Dashboard	The TagadaPay merchant dashboard at dashboard.tagadapay.io, and any successor interface, through which notices under these Terms may be given.
Merchant Agreement	The agreement you accept in the Dashboard or sign with us, including its pricing annex (Annex A) and its approved profile (Annex B).

1.2 References to days mean calendar days unless the clause says business days. Business days are days on which commercial banks in Houston, Texas are open, excluding Saturdays, Sundays and public holidays, unless an applicable payment rule requires another calculation. Headings are for convenience and do not affect interpretation. The words including, for example and such as are not limiting. A Refund is a return of payment principal to an End Customer through the applicable payment method. Services means the Platform services governed by these Terms, excluding separately contracted CRM services. An Effective Date is the prospective date identified in the accepted Merchant Agreement; a reference to a Guarantor does not create a guarantee without the separate instrument.

2 Acceptance and the whole agreement

2.1 **How you accept.** You accept these Terms by an affirmative unticked dashboard acceptance action or an authenticated signature after the complete Merchant Agreement, Annex A, Annex B, these Terms and applicable identified incorporated documents are available to read and download. The accepting representative must have authority to bind the named Merchant and identified Accounts. Creating an Account, processing a Transaction or merely using credentials does not by itself accept this version, a new personal guarantee or a debit mandate. Permitted later operational amendments may be accepted as specified in section 21. An authenticated Dashboard acceptance may cover the Merchant Agreement, its completed Annex A and Annex B and these Terms together where each exact version and every covered legal entity and Account are clearly identified before acceptance. A separate paper or certificate based signature is not required merely because those documents form one package, subject to mandatory local formalities. Separate instruments retain their separate acceptance requirements.

2.2 **Acceptance record.** For each acceptance we record: the person who accepted and the capacity in which they accepted; the legal entity and the payment account(s) covered; the version of these Terms, of

your Merchant Agreement and of its pricing annex accepted; a copy of the documents exactly as accepted; and the date, time, IP address and device. We send you a copy of the accepted documents, which you can keep. That record is evidence of your acceptance. Where an Account was created before this version took effect, section 21.4 applies. We also record the accepted Annex B and applicable incorporated documents, the acceptance screen and document hashes or equivalent integrity evidence, and confirmation delivery. Records are securely retained under section 13.7 and may be challenged with evidence. Different instruments may be completed in one session, but each separate undertaking has its own affirmative act, identified signer and capacity, complete document version and retained record. A change of signer requires separate authentication. A general company acceptance does not sign a personal guarantee or another holder's mandate. A later CRM agreement requires its own acceptance before CRM charges or obligations are imposed.

2.3 **Authority.** The person accepting warrants that they are at least 18 and authorised to bind the Merchant. Personal liability arises only from a separately executed guarantee or other express personal undertaking identifying the individual and obligation. A Beneficial Owner's identification or acceptance for the Merchant is not such an undertaking.

2.4 **One agreement across your Accounts.** These Terms apply to Accounts held by the same Merchant and expressly identified at acceptance, including a later Account added by an authorised acceptance record. A material breach on one may justify proportionate restrictions on that Merchant's other Accounts where a documented common risk exists. Common ownership does not bind another legal entity or make its funds security for this Merchant's Debt.

2.5 **Entire agreement, and no reliance on anything else.** These Terms, together with your Merchant Agreement, the Schedules, the Privacy Policy and any written order form we have signed, are the entire agreement between us. They replace an identified earlier processing agreement prospectively only from the Merchant's valid acceptance and stated Effective Date under section 21.4; accrued claims, earlier charges and required entity transfer instruments are preserved. You confirm that you have not relied on, and have no remedy for, any statement, promise, projection, marketing claim, advertisement, social media post, website copy, sales presentation, partner pitch, chat message or account manager conversation that is not written into these Terms or into a document we have signed. Statements about reserve levels, payout speed, payout guarantees, approval rates, acceptance of a business category, or the circumstances in which funds may be held, are of no effect unless they appear in your Account settings, in your Merchant Agreement or in a document signed by an authorised officer of TagadaPay. Nothing here excludes fraud, fraudulent misrepresentation or a mandatory right or remedy. Account settings cannot override accepted pricing or reserve formulas except through the agreed change mechanisms.

2.6 **Order of precedence.** Mandatory applicable law prevails first. Subject to that law, applicable Network Rules and the applicable Acquirer terms govern required processing conduct. Your Merchant Agreement and its annexes then prevail over these Terms, the identified Schedules and other documents. Annex A prevails on its express pricing and initial reserve terms. A later order form signed by both parties varies the Merchant Agreement only to the extent it identifies the provision changed. Network or Acquirer requirements do not themselves authorise a new Fee, debit mandate, guarantee or waiver beyond the rights expressly agreed. An applicable country rider identified and expressly accepted in Annex B prevails over conflicting general contractual terms to the extent stated in the rider, subject to mandatory law and binding processing requirements.

2.7 **Signed confirmation.** Valid affirmative acceptance under 2.1 is enough to bind the Merchant without a paper signature. We may still ask you, or you may ask us, to re-confirm acceptance of these Terms by a document signed by both parties, including where your Account is opened, renewed or re-priced under a separate Merchant Agreement or order form that references this version. If we ask and do not receive that confirmation within five business days, we may suspend the Account until we do. A request for reconfirmation identifies the unchanged accepted version and purpose. Refusal of a new version follows section 21.4 and is not failure to reconfirm an existing obligation.

2.8 **Additional terms.** Your Merchant Agreement may add to or vary these Terms, for the products you use and for the country you operate in. Where it conflicts with these Terms on the same point, your Merchant Agreement governs for that point.

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3 Our role, acquirers and card networks

3.1 **What we are.** TagadaPay provides payment processing technology and services and arranges processing through the providers and in the role identified in your Merchant Agreement. Our role, and any merchant of record, are identified there before processing. Neither party represents an unverified licence, registration or approved role. Tagada CRM is governed by separately accepted CRM terms. We are not a bank and do not offer a deposit account. Ownership, custody, segregation, safeguarding and any insurance of proceeds follow the actual applicable arrangement and mandatory law; an Account display alone does not establish any of them. Unless required by law or expressly agreed, balances do not earn interest.

3.2 **Applicable Acquirer terms.** You comply with the Acquirer terms applicable to your Account, as accepted during onboarding where the provider requires it. Only applicable terms are incorporated; illustrative documents of one provider do not bind an Account using another provider. Later required processing changes follow sections 3.4 and 21. Where provider terms require a direct agreement, we obtain that agreement or acceptance rather than assuming this incorporation satisfies the provider. Mandatory law prevails.

3.3 **Card Network rules flow down to you.** You must comply with the Network Rules at all times, including rules on prohibited transactions, descriptors, refund and cancellation disclosure, subscription and negative option billing, free trial disclosure, delivery timeframes, data security and PCI DSS. Network Rules change without our involvement and may require us to act on your Account at short notice or with no notice.

3.4 **We may change the Acquirer.** We may add, replace, split or remove a provider for documented operational, risk or required processing reasons. We give at least 30 days' notice of an ordinary material change, identify the provider and applicable terms, and obtain any direct consent required. Where a binding requirement or urgent material risk makes that impracticable, we act only as needed and give prompt notice unless prohibited. Fee changes follow section 9.3, Reserve changes section 7 and material contractual changes section 21; migration does not bypass them. We take reasonable steps to reconcile balances, credentials, descriptors, dispute deadlines and settlement records. Section 20 governs liability; no blanket immunity arises from choosing a provider.

3.5 **Provider decisions.** An Acquirer or Card Network may decline, restrict, freeze, reverse or end processing or require action on the Account. We comply with binding applicable requirements, identify the relevant provider and the action's available factual basis, and relay material dispute or review information where permitted. We need not disclose confidential correspondence, protected risk models or information the law prohibits. Independent provider decisions are outside our control, but we remain responsible for our own implementation errors, breach and accounting duties subject to section 20.

3.6 **Fines and assessments.** A fine, penalty or assessment actually imposed on us by an applicable Card Network or Acquirer is recoverable at cost only to the extent attributable to your Transactions, business or conduct. A handling, monitoring, programme or investigation fee is recoverable only under a completed expressly accepted Annex A entry and its stated trigger, and a cost already included in your rate is never recovered again. We provide an itemised amount, source, event and allocation basis, with confidential details redacted where required, and credit any later provider reversal. You may dispute attribution or duplication; undisputed sums become Debt when charged. Amounts caused by our own breach are not transferred solely because they relate to your Account.

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4 Onboarding, verification and documents

4.1 **Verification is a continuing condition, not a one-off step.** Approval of an Account is provisional at all times. We may verify, re-verify and re-underwrite you, your Beneficial Owners, your business, your websites, your products, your suppliers and your bank accounts at any point during the relationship, and we may do so without telling you why. Requests and measures must be reasonably related to identified verification or risk needs and follow sections 4.4, 7, 14 and 15.

4.2 **What we may ask for.** We may require any of the following at any time, and this list is not exhaustive: certificate of incorporation and registry extract; ownership and control structure; government photo identification and proof of address for each Beneficial Owner; proof of the business bank account in the Merchant's own name; bank statements and processing statements; audited or management accounts; tax registration; supplier, fulfilment, dropshipping and 3PL agreements; product invoices, purchase orders and proof of stock; licences, permits, registrations and regulatory approvals for the products sold; product testing, substantiation or certification; marketing materials, ad accounts and landing pages; customer service records; delivery and tracking evidence; a signed director declaration; a video or live identity check; and any other document reasonably related to verifying you, your business or your risk.

4.3 **Deadlines.** Unless the request says otherwise, documents are due within five business days of the request. We may set a shorter deadline where an Acquirer, a Card Network, a regulator or a fraud indicator requires it.

4.4 **Missing documents.** Failure to provide a reasonably specified necessary document on time may constitute a material breach. We identify the deficiency and permit five business days to cure a remediable failure before permanent termination, unless a binding deadline or documented urgent material risk requires action sooner. Proportionate interim restrictions follow section 14, and reserve increases follow section 7. Non-provision is evidence of an unverified fact, not proof of fraud or an automatic waiver of notice.

4.5 **Accuracy, and false documents.** Everything you give us must be true, complete, current and genuine. Knowingly submitting fabricated, materially misleading or fraudulently altered documents is an immediate material breach. A genuine clerical error or lawful redaction is assessed on its facts and may be remedied. We may terminate on the spot, retain funds under section 15.4, report the matter to the Acquirer, the Card Networks, a fraud registry and law enforcement, and recover only documented reasonable attributable investigation costs expressly authorised in Annex A under section 14.5.

4.6 **Screening.** You authorise us and our vendors to run identity, sanctions, politically exposed person, adverse media, credit, corporate registry, device, IP, email, telephone and fraud database checks on you and your Beneficial Owners, at onboarding and on a continuing basis, and to record the results. Checks must have a lawful basis, required notices and consents, an appropriate permissible purpose for any credit report and limited relevant data. This corporate acceptance is not consent on behalf of another person where that person's own authorisation is required.

4.7 **Linked accounts.** We may use lawfully collected device, banking, identity and infrastructure signals to assess a documented association and its risk. We verify material matches and allow correction of mistaken linkage. A common signal may support proportionate risk controls under section 14 but does not alone merge separate entities, authorise cross-entity set-off or impose a guarantee. Disclosure may be limited only to protect legally restricted or genuine fraud-prevention information.

4.8 **Notify us of changes.** You must tell us within five business days of any change to: ownership or control; directors or officers; registered address or trading address; legal or trading name; business model, products or verticals sold; websites, funnels or checkout domains; fulfilment or supplier arrangements; bank account; billing descriptor; average order value or pricing model; the introduction of subscriptions, trials or negative option billing; any regulatory action, licence loss, insolvency event, or termination or reserve imposed by another payment provider. You must also tell us as far in advance as reasonably possible of any proposed sale, merger, acquisition or other change of ownership or control of the Merchant, before it completes.

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5 Risk assessment and account terms

5.1 **You are assigned a risk profile.** Every Account carries a risk profile set by us, based on business category, jurisdiction, age of the Account, processing volume and velocity, Chargeback and Alert rates and trends, refund rates, delivery and fulfilment evidence, End Customer complaints, website and marketing compliance, documentation held, ownership and linked accounts, Acquirer and Card Network position, and outstanding Debt.

5.2 **Your commercial terms follow the risk profile.** Your Reserve Rate, Minimum Reserve, Reserve Window, payout schedule, velocity limits and permitted payment methods are all functions of your risk profile. They are set at onboarding and reviewed continuously. They are not fixed for the life of the Account and no figure quoted at onboarding is a guarantee for any period. Fees change only under section 9.3. The accepted initial terms remain effective unless changed through the applicable procedure; continuous review does not bypass notice or acceptance requirements.

5.3 **Ranges, not promises.** Sections 7.2 and 7.4 set the ranges within which Reserve Rates and Reserve Windows are applied. Any figure applied to your Account will sit within those ranges, and may move

anywhere within them, in either direction, only through section 7 and subject to documented necessity and the accepted initial terms. Nothing in those ranges obliges us to apply the lowest figure or to keep the figure you have.

5.4 **Automated decisioning.** Some risk decisions on the Platform are made automatically by rules and models, without a human reviewing them first, including Reserve increases under section 7.6, Transaction declines, velocity limits and fraud holds. This clause is disclosure of automation, not blanket consent or waiver of an individual's mandatory rights. Where the law gives you a right to a human review of an automated decision, you may request one under section 16.4.

5.5 **No obligation to onboard or to keep you.** We may decline any application, and may stop serving any business category, jurisdiction, product or payment method at any time, in our sole discretion, without giving reasons. Existing service is ended only under section 15 with the applicable notice, accounting and release duties.

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6 Settlement and payouts

6.1 **How money moves.** Proceeds captured from End Customers sit in the Pending Balance until the Acquirer settles them, then move into the Available Balance. Settlement timing is set by the Acquirer, the Card Network and the payment method, and is outside our control. Amounts in the Pending Balance are not held by us and are not payable to you until settled. We identify the actual settlement and funds custody arrangement in the Merchant Agreement. We remain responsible for timely reconciliation and our own acts; provider control does not excuse a transfer duty once proceeds are actually received and payable.

6.2 **What you can be paid.** A Payout may only be made from the Available Balance, and only to the extent the Available Balance exceeds the sum of (a) the Reserve, (b) any Debt, (c) any amount held under section 14 or 15, and (d) any amount an Acquirer or Card Network requires to be retained. If that calculation produces zero, no Payout is due. Each sum is deducted or held only once. Overlapping Reserve, provider reserve, risk hold and Debt cover the same exposure only to the extent not already covered, and we itemise the calculation.

6.3 **Payout schedule.** Your initial frequency, settlement delay, cutoff and currency are stated in Annex A. An ordinary material change requires at least 14 days' prior email notice. A binding provider requirement or documented urgent Risk Event may justify an immediate proportionate delay, manual payout or pause, with prompt written reasons and review under sections 14 and 16 unless disclosure is prohibited. We do not guarantee a provider's settlement date but perform our agreed payout duties when funds are payable. A setting change does not eliminate those duties.

6.4 **Bank details.** Payouts are made only to a bank account in the Merchant's own legal name, verified by us. We may refuse a third party, personal, virtual, prepaid or non-bank destination. A change of bank details triggers re-verification and may pause Payouts while it completes.

6.5 **Currency.** Where a Transaction, Payout or collection involves a currency conversion, we apply the rate and margin set out in your Merchant Agreement. Exchange rate movement between capture, settlement and Payout is at your risk.

6.6 **Unclaimed funds.** Where a balance remains after termination and we cannot reach you, or your bank details fail, we may hold the funds, apply the applicable unclaimed property law, or apply a dormancy charge as set out in your Merchant Agreement. We make reasonable contact and payment attempts, comply with applicable reporting and remittance duties, and do not forfeit funds or apply an unaccepted or legally prohibited dormancy charge. Any dormancy charge applies only under the completed accepted Annex A entry and its notice and eligibility conditions. Funds held solely because of our reserve, dispute hold, legal restriction or failure to enable payment do not trigger that charge. Applicable unclaimed property rules prevail.

6.7 **Monthly statement.** We will make available a monthly statement of your Transactions, Fees, Reserve position and balance activity for the preceding month. That statement, not a real time Dashboard figure under section 17.3, is what the 90 day period in section 9.7 runs from for any charge it reports. The statement is downloadable, identifies each fee and adjustment and the reserve calculation, and is supplied or notified by email promptly when available. A reporting period cannot run from a statement not actually made accessible and notified. The statement remains subject to correction.

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7 Reserves and the reserve window

7.1 **We may hold a Reserve.** We may require a Reserve on your Account at any time, in any amount within the ranges in sections 7.2 and 7.4, to the extent and for the time reasonably necessary on documented grounds to cover current, contingent and future liabilities, including Chargebacks not yet filed, Alerts, Refunds, Fees, fines, assessments and Debt. A Reserve may be imposed at onboarding, at any point during the relationship, or after termination.

7.2 **How the Reserve is calculated.** At the daily calculation time stated in the Account, the target Reserve is max(0, max(Reserve Rate × Window Volume, Minimum Reserve) – provider funds already held for the same covered exposure). Window Volume uses the accepted gross captured sales definition and the trailing Reserve Window ending at that calculation time; each sale is counted once. The statement records the currency, measurement time, underlying volume, rate, floor, provider credit and target. A target change caused solely by new sales entering or old sales leaving that unchanged window is not a change of settings. The initial rate, floor and window are those expressly accepted in Annex A. The rate may range from 0% to 100% through section 7.5; 100% is applied only on documented grounds under section 15.5. A floor is not added to the rolling target. Provider credits and other holds are reconciled to prevent duplicate cover. A calculation error is corrected, including retrospectively; a new calculation base or formula requires active acceptance.

7.3 **The Reserve is a hold.** The target restricts otherwise payable proceeds under section 6.2. Custody, segregation and safeguarding follow the disclosed actual arrangement and mandatory law; this clause does not disclaim rights those rules require. If liabilities exhaust settled proceeds, a displayed target is not proof that funds exist, and section 10 applies to an actual reconciled shortfall.

7.4 **Reserve Window.** The initial window is the number of days accepted in Annex A, including any specifically negotiated period. Subsequent risk windows ordinarily range from 90 to 180 days, subject to section 7.5. The platform default is 90 days only where Annex A expressly adopts it. A default change is a window change for each affected Account and follows the same notice process. A window change affects

the trailing volume and target, and the notice explains that effect. Section 15.4 governs any post-termination retention.

7.5 **Increases.** We may increase your Reserve Rate or Minimum Reserve, or extend your Reserve Window, following a routine or targeted review where we reasonably determine from recorded facts that existing cover is insufficient for exposure attributable to your Account. Relevant factors include delivery obligations, refund and dispute exposure, transaction patterns, financial condition and liabilities we reasonably expect to incur under the applicable processing arrangement. We ordinarily give at least 14 days' written notice before an increase. We may act immediately where a binding legal, Card Network or Acquirer requirement requires it, or where recorded facts give reasonable grounds to conclude that waiting would leave material current or reasonably foreseeable exposure insufficiently covered. A routine review may identify those facts; the review itself, a platform update or a general preference for additional cover is insufficient. Each increase must be proportionate and account for funds already held against the same exposure. We notify you before implementation where practicable, otherwise promptly afterwards, unless disclosure is legally prohibited. The notice states the previous and revised settings, effective time, factual reason category and review route. We archive it under section 7.11 and review necessity under section 7.7. A change to the accepted calculation base or formula requires active acceptance.

7.6 **Automatic increases.** The Platform assesses the cover required on your Account continuously and may raise your Reserve automatically, without a human decision. We give you written notice of the change. A Reserve change on your Account is therefore not evidence that anyone at TagadaPay reviewed your business, and the absence of a note or message does not mean the change was an error. Automated changes are subject to section 7.5, including recorded grounds, proportionality, the ordinary notice period or its immediate action exception, an archived notice and correction and review rights. Automation does not itself establish grounds to bypass advance notice.

7.7 **Reductions.** We review cover at least monthly and release funds no longer reasonably necessary after permitted deductions. A reduction in rate, floor or window remains a risk decision, not a promise to keep a lower future setting; any subsequent increase follows section 7.5. You may request review, and errors are corrected under section 17.4, including retrospectively where the original calculation was wrong.

7.8 **Estimates on screen are estimates.** Any figure shown in the Dashboard before a Reserve or Reserve Window change is saved is an indicative preview only. The binding figure is the one produced after recalculation, which may be materially different and may take up to 24 hours to appear. Section 17.3 applies. A preview does not override Annex A or the agreed formula. We provide enough records to reproduce the applied calculation and investigate a material discrepancy promptly.

7.9 **Release.** We release amounts no longer reasonably necessary after reconciling permitted Debt, and explain any continuing identified exposure and the next review date. The Reserve Window measures a trailing target rather than promising release of each sale's percentage on a fixed date; that distinction does not permit indefinite retention after exposure ends. Section 15.4 governs post-termination funds.

7.10 **No interest.** No interest, yield or compensation is payable to you on any Reserve or held balance, however long it is held. This does not exclude interest or compensation required by mandatory law or payable as a remedy for wrongful withholding.

7.11 **Reserve Notice.** Every change to your Reserve Rate, Minimum Reserve or Reserve Window, whether made by us directly or by the automated process in section 7.6, generates a dated, numbered notice recording the figures before and after the change and the reason category. That notice is archived on your Account and is the record we rely on if the change is later disputed.

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8 Chargebacks, disputes and alerts

8.1 **You carry the liability.** You are liable for the full amount of every Chargeback on your Account, plus the applicable Fee, regardless of the reason code, regardless of whether the Transaction was authorised, and regardless of whether we, an Acquirer or a Card Network handled any part of it. Liability survives termination. This allocation does not transfer loss caused by our own breach or processing error, and an already refunded or recovered principal amount is not charged twice. Such claims follow section 20.

8.2 **Defending a dispute is your job.** Where a Chargeback allows a response, you are responsible for gathering and submitting evidence within the network deadline. We provide a facility to submit evidence as a convenience. We do not review, improve, verify or advocate for your evidence, and we are not liable for a dispute lost because evidence was late, incomplete, unpersuasive, or not submitted. Where timely evidence is received through our designated facility, we transmit it through the required channel and retain the submission acknowledgement or failure record. We provide a workable alternative if our facility fails before the applicable cutoff. Our own failure to transmit timely complete evidence is not the Merchant’s failure and any resulting loss is assessed under section 20.

8.3 **Deadlines are the network's.** Response windows are set by the Card Networks and are short. A deadline shown in the Dashboard is indicative. It is your responsibility to monitor your disputes. We distinguish our submission cutoff from the network deadline, relay known deadlines and updates promptly and identify the relevant time zone. A screen disclaimer does not excuse our failure to transmit a deadline we received.

8.4 **We may settle without asking you.** We may accept, concede, settle, refund or decline to contest any Chargeback, Alert or complaint on your Account, at our discretion, including where contesting it would expose us to a Card Network programme, an Acquirer requirement, a regulator or a fine. Where we do, the amount is charged to you. We record a reasonable basis for that decision and notify you promptly with the amount and reason unless prohibited. We do not close an otherwise defensible case early solely for administrative convenience. Merchant liability does not include loss attributable to our breach.

8.5 **Chargeback and fraud thresholds.** You must comply with the then-applicable Card Network and Acquirer monitoring requirements. We identify the applicable programme, region, calculation method, observation period and threshold in a dated accessible account notice; we distinguish our own risk limits from network thresholds. Programme criteria may include counts and amounts as well as ratios and may exclude particular resolved events. We may apply stricter proportionate risk controls before a network threshold is reached, under sections 7, 14 and 15. A contractual risk ratio is not represented as the network’s ratio.

NETWORK ALERTS AND AUTOMATIC REFUNDS

8.6 **Alert auto-refund.** Alert monitoring and its accepted Fee are disclosed before activation. In a separate unticked affirmative action, an authorised Merchant representative accepts the default-on auto-refund setting, the enabled services, the refund criteria, the refund funding and Fee, and the loss of the opportunity to contest a payment already resolved by that refund. Acceptance is recorded separately from general Terms acceptance. The Merchant may disable optional auto-refund in the Dashboard or by written support request; we confirm the request and effective timestamp before another optional refund is initiated. An authenticated authorised setting change replaces the earlier optional setting and is logged. A refund already submitted through the applicable rail cannot be withdrawn merely by changing the setting. A later Chargeback remains possible, but we reconcile prior refunds and never recover the same principal twice. Alert Fees follow the billable-event and currency rules in Annex A, regardless of optional auto-refund status. We may override a disabled setting only for a binding requirement or a documented urgent material fraud or chargeback exposure, with prompt notice and review unless disclosure is prohibited. A valid mandatory reversal is not stopped by disabling optional auto-refund. We record each alert, refund basis and outcome. Our failure to submit timely evidence is not treated as your failure.

8.7 **Excessive disputes.** Sustained Chargeback, Alert, fraud or refund levels, in absolute or ratio terms, are a Risk Event and may trigger any action in section 15.2, including termination.

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9 Fees and billing

9.1 **What you pay.** You pay only the Fees, categories, amounts, currencies and billing triggers expressly stated in accepted Annex A, together with the documented external amounts permitted under sections 3.6 and 9.3. A processing, Chargeback, Alert, retrieval, refund, payout, conversion, transfer, investigation, handling or dormancy fee listed elsewhere as a possible category is not payable unless so stated. Included card costs and identical events are not billed twice. CRM Fees require separately accepted CRM pricing. Handling, investigation and dormancy charges follow the Administrative Fees entries in Annex A. An incomplete amount, charging unit or required cap makes the relevant fee unavailable until completed and expressly accepted prospectively.

9.2 **How we collect.** Fees are deducted from your Available Balance, from settling Transactions, or from the Reserve, at our option, and become Debt if uncollected. We may collect Fees before a Payout.

9.3 **Changing Fees.** Our own Fees and new fee categories change only through a new Annex A actively accepted in the Dashboard or signed. Continued processing alone is not such acceptance. A documented actual external Acquirer or Card Network cost increase or applicable tax may be passed on prospectively only to the extent the accepted pricing permits, without markup or duplicate recovery of an included cost. We provide the source, allocation, revised amount and effective date with at least 30 days' email notice, or as much notice as practicable where a binding external deadline is sooner. This exception is not a means to introduce an unaccepted fee category or our own price increase. Express non-USD currency table adjustments follow the Merchant Agreement. A Merchant may stop new processing and request closure before an ordinary change takes effect without a change-related penalty, subject to accrued obligations and lawful retention.

9.4 **Non-payment.** Fees unpaid after 15 days may result in suspension, and after 60 days in termination. Overdue Fees become Debt under section 9.2, and section 10.6 applies to them. A good faith billing

dispute is reviewed promptly and does not itself establish default on the disputed item. Unrelated undisputed Fees remain payable; urgent controls follow section 14.

9.5 **Taxes.** Fees are exclusive of tax. You are responsible for all sales, use, VAT, GST, withholding and other taxes on your sales and on the Fees, and for any filing, invoicing and reporting obligation arising from your business. This allocation does not shift taxes legally imposed on our net income or displace any seller of record's statutory collection, remittance or invoicing duties. The disclosed processing arrangement determines which party performs those duties.

9.6 **Fees are not refundable.** Fees charged in accordance with your Merchant Agreement are non-refundable, except under section 9.7.

9.7 **Billing errors in both directions.** We correct an unauthorised charge promptly once verified, including charges not listed in the applicable accepted pricing. We credit an active usable Account or refund the amount where a credit is not usable or a refund is required. We may recover a verified undercharge due under the accepted terms for up to 24 months, with an itemised explanation and no retrospective new fee. You should notify us of a billing discrepancy within 90 days after we make the relevant monthly statement accessible and notify you of its availability. The period begins only when the statement reasonably identifies the relevant charge or discrepancy. This reporting period facilitates investigation and does not validate an unauthorised charge, extinguish a claim, shorten a statutory limitation period or override a mandatory payment dispute right. Both parties provide relevant records and cooperate; unresolved claims follow section 23.

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10 Negative balances, debt and set-off

10.1 **You must keep the Account positive.** Chargebacks, Refunds, Fees, fines and reversals exceeding available funds may create a negative balance. A Debt is owed to TagadaPay LLC only to the extent it comprises our own accepted Fees, an enforceable reimbursement or recourse claim arising in our favour under the accepted processing arrangement, or a receivable validly assigned to us. A provider claim or dashboard entry alone does not establish our ownership of that claim. Annex B identifies the creditor, fund holder and recourse basis for each enabled arrangement. Our itemised demand states the reconciled principal, accepted Fees, attributable external amounts and any assignment basis, credits prior recoveries and permits a documented good faith challenge. Payment follows section 10.4 or a longer applicable period. Sections 10.2 and 10.3 do not authorise duplicate recovery.

10.2 **Automatic recovery.** You authorise us to recover Debt from settled funds legally payable to the same Merchant and subject to the expressly agreed recovery rights, including the Available Balance, the Pending Balance as it settles, the Reserve, and any future Transaction proceeds. Recovery runs automatically and repeatedly, including before every Payout, and takes priority over any Payout to you. We itemise each recovery, apply it once to the identified Debt, and stop when that Debt is paid or the applicable collection authority ends. A Pending Balance is recovered only as it actually settles and becomes subject to those rights.

10.3 **Direct debit and card on file.** Where recovery from the Account is not possible, we may debit a bank account or payment method for the amount of the Debt only where you have given us a separate debit authorization for it, in the form we provide. A bank account nominated for Payouts is not, on its own, a

debit authorization. Any requirement for a mandate is subject to applicable law. We do not require an individual to provide a personal account merely because they represent the Merchant, or require recurring personal account transfers where prohibited as a condition of credit. The separate authorisation identifies the actual account holder or cardholder, the collection rail and provider, account reference, permitted Debt categories and calculation, timing or trigger, notice procedure, revocation route, authentication and supplied copy. We verify authority and whether the account is business or consumer. We follow applicable scheme and bank rules, including mandate, variable amount notice, retries and stop payment rights. No unspecified disputed damages are debited merely under these Terms. Revocation stops future debits as applicable but does not extinguish a valid debt, which may be invoiced or lawfully recovered otherwise. For a qualifying United States personal asset account, we apply Regulation E protections even where the payment discharges company Debt. We classify irregular collections separately from transfers recurring at substantially regular intervals and apply the rules relevant to each. Credit card collection follows its separate authorisation and provider rules. We obtain the actual holder's recorded authority and do not infer it from a company signature. Payment authority does not itself create personal liability; any guarantee requires separate express acceptance.

10.4 **Invoice and demand.** A Debt invoice states the basis and is due within seven days after receipt unless a longer agreed or legally required period applies. It does not shorten an applicable cure or mandate notice period or permit double collection.

10.5 **Set-off across Accounts.** We may set off a verified Debt owed by the same Merchant against settled sums legally payable by us to that Merchant, to the extent permitted by the applicable processing and custody arrangement. We provide an itemised record and avoid duplicate recovery. No cross-entity set-off applies solely through ownership, control or technical linkage. Another entity's assets secure a Debt only under its separately authorised enforceable security or guarantee arrangement. Mandatory set-off and defence rights are not waived.

10.6 **Recovery costs.** You pay reasonable documented and attributable costs of recovering valid Debt, including permitted collection agency fees, legal fees and court costs, without duplication. For commercial Debt owed to TagadaPay LLC under this written Agreement, we may charge simple interest at 12 percent per year on unpaid principal, calculated daily using a 365 day year, beginning 30 days after an itemised written demand and only after the principal is due. The parties elect the applicable weekly ceiling under Chapter 303 of the Texas Finance Code. This provision does not authorise a separate advance or financing product. Interest does not compound and is not charged on collection costs or accrued interest. Mandatory law requiring a lower rate prevails. All charges legally treated as interest count towards the applicable ceiling; excess is credited or refunded. No recovery fee lacking an accepted lawful basis is added to principal.

10.7 **Survival and reporting.** Debt survives closure of the Account and termination of these Terms. We may refer Debt to a collection agency, assign it, and report it to credit reference agencies, Acquirers, Card Networks and industry fraud and termination registries. Any credit or registry report must meet the applicable legal and registry criteria, distinguish disputed from verified Debt where required and be corrected promptly if inaccurate.

10.8 **Additional security.** We may require additional security for your obligations at any time, as a condition of opening or of continuing an Account, including a personal or corporate guarantee, a cash deposit, or a

letter of credit. A new guarantee or mandate takes effect only when the relevant person separately accepts it. Refusal is not retrospective personal liability and any service termination follows section 15.

10.9 **Continuing guaranty.** No individual or other entity guarantees the Merchant's obligations by accepting these Terms for the Merchant or by being a Beneficial Owner. A guarantee exists only under a separate authenticated Continuing Guaranty signed in the guarantor's own capacity, identifying the Merchant, covered obligations, scope, duration and any limit. Its own express terms govern direct recourse, continuing liability, future changes, waivers and enforcement costs, subject to mandatory law. Section 2.2 applies to its separate acceptance record. This clause is not itself that guarantee.

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11 Refunds and cancellations

11.1 **Refunds are funded by you.** Every Refund on your Account is funded from your balance. If your balance is insufficient, the Refund creates Debt under section 10. No refund is funded twice. Refunds caused by our unauthorised duplicate charge or processing breach are allocated under section 20 rather than automatically shifted to you.

11.2 **We may refund without you.** We may issue a Refund on your Account without your instruction and without your consent where: an Alert is received (section 8.6); a Chargeback is likely and a Refund reduces the exposure; a Card Network, Acquirer, regulator, consumer authority or court requires it; the Transaction appears fraudulent, duplicated or unauthorised; goods or services appear undelivered; or a subscription or trial appears to have been billed contrary to the Network Rules or applicable law. We document reasonable grounds, amount and outcome and notify you promptly unless prohibited. Optional alert refunds follow section 8.6 and do not use this clause to defeat a valid disable request. Mandatory refunds and fraud controls remain effective.

11.3 **Your published policy.** You must publish a clear refund, cancellation, return and trial policy on every checkout and storefront, apply it consistently, and honour it. A policy that is unclear, hidden, contradicted by your marketing, or shorter than the Network Rules or applicable consumer law allows, is a breach.

11.4 **Subscriptions and rebills.** Recurring billing, free trials, negative option offers and one-click upsells must comply with the Network Rules and applicable law, including clear pre-purchase disclosure of price, frequency and duration, express consent, a reminder before the first charge after a trial, and cancellation that is at least as easy as sign-up. We may disable recurring billing on your Account at any time. Before the initial sale, the buyer is shown the actual seller, descriptor, full charge, interval, trial end and post-trial price, cancellation method and any applicable renewal notices. Affirmative recurring consent is captured separately from general checkout acceptance where required, a durable confirmation is sent, and cancellation is recorded and stops future charges when effective. Required brand, rail and market reminders and receipts are sent. Stored credentials and recurring or merchant-initiated transaction coding follow the approved provider rules. We and the Merchant each perform the obligations assigned to us under the disclosed seller and processing arrangement; mandatory consumer duties are not transferred away by this clause.

11.5 **Merchant of record arrangements.** A merchant of record arrangement applies only where the Merchant Agreement expressly identifies the actual consumer-facing seller, authorised products, countries and rails, descriptors, funds flow, tax and invoicing responsibilities, refund and cancellation duties and

consumer terms. Those terms and required disclosures are presented to the buyer before consent and payment. The Merchant remains responsible to us for its products, fulfilment, lawful claims and the obligations expressly allocated to it, and funds valid attributable refunds and Chargebacks without duplicate recovery. TagadaPay remains responsible for its own conduct and mandatory duties when it is the seller or regulated service provider; an indemnity does not remove duties owed to consumers, authorities or networks. We do not process an undisclosed seller substitution or use another seller's credentials without the required authority and provider approval.

11.6 **TagadaRx and health services.** These payment processing Terms do not alone authorise a clinical, prescribing, dispensing or patient support arrangement. Any enabled TagadaRx service must be identified in the completed Annex B and supported by its separately accepted service and payment arrangement, identifying the actual seller, clinical provider, pharmacy, payment recipient, service territories, consumer disclosures and applicable data arrangements. A merchant of record label or beta designation does not establish a licence, provider approval or exemption from health care duties. Clinical judgment and prescribing decisions remain with the lawfully authorised clinical provider. Patient health information is handled only under an identified lawful arrangement and applicable safeguards; the routine buyer verification workflow in section 13.3 is not authorisation to collect clinical information.

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12 Merchant obligations and your storefront

12.1 **Lawful selling.** You must comply with all laws applicable to your business and to each End Customer, including consumer protection, distance selling, advertising, product safety, labelling, health claims, import and export, sanctions, anti-money laundering, tax and data protection law.

12.2 **Restricted and prohibited business.** You must not process unlawful or prohibited activity or an undisclosed product or service. The merchant facing Restricted and Prohibited Businesses list identified by title, version and accessible link in Annex B is supplied before acceptance. It distinguishes prohibited activity, restricted activity requiring prior written approval and permitted activity subject to stated conditions. Silence or omission is not approval. Internal classifications and reserve settings do not override applicable law, Network Rules or Acquirer restrictions. Where an Acquirer must approve restricted activity, its required express written approval must be obtained before processing; our internal approval alone is insufficient. Changes follow section 21, except a binding legal or provider requirement may require earlier restriction with as much notice as legally and operationally permitted. An update cannot retrospectively make earlier lawful disclosed conduct a breach or introduce a new Fee.

12.3 **Storefront requirements.** Every website, funnel, landing page and checkout you operate through the Platform must display, before payment and without the customer having to hunt for it: the legal entity name and registration number; a physical business address; a working customer service email or telephone number and the hours it is answered; the full price including shipping and tax; delivery times and shipping destinations; the refund, return and cancellation policy; the terms of any subscription, trial or recurring charge; and the billing descriptor that will appear on the customer's statement. Where the product is regulated, the required disclosures, warnings, licences and eligibility conditions must appear too. For an approved merchant of record arrangement, these disclosures identify the actual consumer-facing seller and responsible service contacts, not merely the upstream product supplier; section 11.5 applies.

12.4 **Marketing claims.** Your marketing must be truthful and substantiated. You must not make medical, health, income, or performance claims you cannot support, and must not use fake scarcity, fake reviews, fake endorsements or countdown pressure that resets.

12.5 **We may require changes, and we may check.** We may require changes to your website, funnel, checkout, descriptor, policies or marketing as a condition of continued processing, and may set a deadline for them. We may inspect and test your storefront at any time, including by placing test orders and by contacting your published customer service channels as an ordinary customer.

12.6 **Fulfilment.** You must deliver what you sell, within the timeframe you advertised, and must keep delivery, tracking and fulfilment records for at least 24 months and produce them to us on request. Retain only records necessary for those purposes, securely and subject to applicable privacy requirements and longer specific legal duties; unnecessary sensitive information is not collected merely to prove delivery.

12.7 **Customer service.** You must answer your End Customers. Customer service is your obligation alone, before and after an Account closes. This does not remove duties that TagadaPay itself owes as an actual seller or under mandatory law; the accepted processing arrangement in section 11.5 governs the allocation.

12.8 **Security.** You must keep your credentials secure, use available account security controls, tell us immediately of any suspected compromise, and comply with PCI DSS to the extent it applies to you. You are responsible for everything done under your credentials. Credential use is evidence, not conclusive proof of authority, and this does not transfer loss caused by our breach or dispense with authentication and compromise controls.

12.9 **No circumvention.** You must not attempt to evade a Reserve, a hold, a restriction, a velocity limit or a termination, including by opening another Account, routing volume through a third party, splitting Transactions, changing descriptors, moving to a mirror site, or misdescribing your products.

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13 Data protection and privacy

13.1 **Roles follow actual processing.** You are responsible for your own customer data collection and instructions. Where we process End Customer data solely on your documented behalf, we act as processor or applicable service provider under a binding data addendum. Where we independently determine purposes and means for verification, underwriting, risk, fraud prevention, Debt recovery or legal reporting, we act as an independent controller or other applicable statutory role. Acquirer, network and vendor roles depend on their actual functions. The applicable addendum identifies subjects, fields, purposes, duration, instructions, security, recipients and rights assistance; it is supplied before processing that requires it. A corporate instruction does not create a lawful basis for every individual’s data.

13.2 **Your obligations as controller.** You must have a lawful basis for the personal data you collect, publish your own privacy notice, obtain any consent required, respond to your End Customers' data subject requests, and keep your processing records. You must not instruct us to do anything that would put us in breach of data protection law. You indemnify us under section 19 for claims arising from your failure to do

these things. We remain responsible for the lawful basis, notices and use restrictions applicable to our own processing. Your instruction or indemnity does not cure our independent breach.

13.3 **Contacting customers.** We do not use verification contact for marketing, satisfaction surveys or general customer service. Limited neutral purchase or delivery verification for documented payment security is permitted only after the applicable purpose, role, lawful authority, buyer notice, vendor and retention controls are established. The buyer is told before collection or at another legally valid time who contacts them, why, the limited fields used, recipients and the privacy route. Messages use only necessary contact details, order reference and status; they do not request medical information, identification documents or payment credentials. A written merchant instruction is required for processing on its behalf; our independent purpose requires our own lawful basis. We log the sampling reason, message, reply and complaint route and stop optional sampled outreach if those prerequisites are absent. Necessary transaction-security contact or legally required contact may still occur on its separately documented basis, with notice to you unless prohibited. Sensitive health data is not solicited or processed through this verification workflow until its legal basis and any required health-data arrangement are separately established.

13.4 **Sub-processors.** For processing on your behalf, the data addendum provides general written authorisation for the current named sub-processors and requires equivalent written data obligations. We maintain a dated accessible list of names, locations and functions, and give direct notice of an intended addition or replacement with a reasonable opportunity to object on data protection grounds before use. We seek a reasonable alternative or end the affected processing if the objection cannot be resolved. We remain responsible for those sub-processors' contracted duties. Independent Acquirers or controllers are identified separately, not described as sub-processors merely because they receive data.

13.5 **Sharing with financial partners.** We share data about you, your Beneficial Owners, your Transactions and your risk position with Acquirers, Card Networks, banks, prospective acquiring partners, insurers, auditors, professional advisers, regulators and law enforcement, where required for underwriting, settlement, fraud prevention, dispute handling, monitoring programmes, compliance and Debt recovery. Disclosure is limited to necessary data for a specified lawful purpose, with appropriate confidentiality, role, transfer and use restrictions. Prospective provider diligence uses redacted or genuinely anonymous data where adequate; this is not consent to unrestricted onward use or marketing.

13.6 **Fraud and termination registries.** A report is made only by an authorised reporting participant where the applicable programme criteria and lawful basis are met, using accurate necessary data. Ownership or an account closure alone is not a reportable event. We record the qualifying reason and evidence, make required notifications unless prohibited, and provide a correction route and required updates. Retention follows the actual programme rules and mandatory law. No release excludes liability for an inaccurate, unauthorised or otherwise unlawful report merely because it was made in good faith.

13.7 **Security and retention.** We apply safeguards appropriate to the risk and maintain four retention groups. Contract and financial records: core agreements, acceptance evidence, mandates and reconciled accounting records are ordinarily retained for the relationship and six years after closure or final obligation resolution, whichever is later, subject to a specific applicable duty and data minimisation; identity attachments are not automatically included. Verification records: information is retained only while necessary for the relationship and any specifically identified legal or applicable provider obligation; raw documents from refused or withdrawn applications are deleted within 30 days after the final decision

unless a specified duty or documented investigation requires relevant material. Risk matching records: a minimal routine refusal record is ordinarily kept for 12 months; a minimal record of substantiated fraud or serious repeat evasion may be kept for up to five years after the confirmed event or final decision, with documented necessity and annual review. A refusal alone does not qualify and neither category automatically includes full identity images, dates of birth, device history or every contact field. Operational records: routine security and device logs ordinarily expire within 90 days; restricted backups follow a documented expiry cycle targeted at no more than 90 days, with deletion reapplied on restoration and no ordinary reuse. Buyer verification messages are deleted within 30 days after the applicable transaction dispute window ends unless an identified claim requires relevant evidence. Data processed solely for a merchant is returned or deleted under the applicable processing agreement, ordinarily within 30 days after the agreed export period. Across these groups, a minimal privacy request decision log is kept for at least 24 months where California rules require it and otherwise only for a justified compliance period. A documented legal hold preserves only relevant records with restricted access and periodic review and ends when its basis expires. Specific binding duties and shorter mandatory deletion requirements prevail. These periods do not require retaining data after its justified purpose ends. The retention schedule applies to personal information in production databases, analytics stores, file storage, operational copies, collaboration tools and processors acting on our behalf. An account status change, a deleted payout method or an inactivity flag is not deletion. We maintain a record of each applicable purpose, duty, trigger and expiry, including necessary limits for abandoned applications, CRM audit trails, web events, assistant conversations and job or message payloads. The ordinary 90 day log period does not authorise retaining identifiable analytics for longer without a separately documented necessary purpose, lawful basis and disclosed period. Before a binding period expires we delete, irreversibly anonymise or restrict only the records covered by a valid documented exception. Deletion propagates to copies under our control and to processors through appropriate instructions; independent controllers assess their own duties. An account deletion backup is not a permanent archive and remains access restricted, subject to the backup expiry cycle and protected from ordinary reuse. Privacy request completion requires verification of the relevant systems and processor actions, with any justified retained categories and backup expiry explained. A missing product deletion function does not suspend a legal deadline or an earlier binding contractual duty.

13.8 **International transfers.** We identify actual processing countries and recipients and implement the applicable lawful transfer mechanism before transferring data. Where required, the parties execute completed applicable EU Standard Contractual Clauses and UK transfer terms, assess destination risks and apply necessary supplementary safeguards. This clause does not itself execute unidentified clauses or warrant that every current transfer is already covered.

13.9 **Breach.** Each party will tell the other without undue delay of a personal data breach affecting data processed under these Terms, and will cooperate on notification and remediation. We will assist you, at your cost, with data subject requests, impact assessments and regulator engagement to the extent the request concerns data we process for you. Each party remains responsible for its own statutory notification duties and deadlines. Reasonable agreed assistance costs may be charged only for additional work not caused by our breach and not for an obligation we must perform at our own expense. Sensitive identity documents and account deletion backups must not be made accessible through unrestricted public links. Access controls must be verified for the storage object and each delivery path; short lived links alone do not protect an otherwise public object. A suspected exposure is promptly contained and investigated, with necessary evidence preserved securely, and is assessed against the notification duties and awareness time applicable to each affected role and jurisdiction.

13.10 **Privacy Policy.** Our Privacy Policy forms part of these Terms and sets out in detail what we collect, why, on what legal basis, who we share it with and what rights you have. We maintain a logged process to receive, verify, assess and respond to privacy requests within applicable deadlines, give reasons for a lawful exception and notify relevant processors as required. The data addendum prevails on processor obligations; a policy update cannot reduce agreed data protections or authorise a new incompatible purpose.

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14 Monitoring, review and investigation

14.1 **We monitor continuously.** We monitor Transactions, Chargebacks, Alerts, refunds, customer complaints, delivery signals, websites, marketing, device and identity signals and Account behaviour, in real time and on review, using automated systems and human review.

14.2 **Risk Events.** Each of the following is a Risk Event: a rise in Chargebacks, Alerts, fraud or refunds, in number or ratio; a sudden change in volume, average order value, pricing, product mix or traffic source; a new product, vertical, website or funnel we were not told about; outstanding or unsatisfactory documents; suspected false or altered documents; a negative balance or Debt; an Acquirer, Card Network, regulator, bank, consumer authority or law enforcement enquiry, warning or action; a Card Network monitoring programme threshold approaching or breached; evidence of undelivered goods or unanswered customer service; a linked Account with any of these; insolvency, dissolution, or a change of control; and any circumstance that in our reasonable opinion increases our exposure or our Acquirer's exposure. A Risk Event must have a recorded factual basis and a material connection to the Merchant's actual exposure. A routine review may identify a Risk Event and exposure justifying action under section 7.5. Ordinary variation, an unverified technical link or the mere existence of a review does not itself justify immediate action. Breach, suspicion and a binding legal prohibition are assessed separately.

14.3 **What we may do while we look.** On a documented material Risk Event we may take proportionate protective action; immediate action without prior notice is limited to a binding requirement or urgent material exposure that makes delay unsafe. Subject to the notice and acceptance rules in sections 6, 7 and 21, measures may include: request documents under section 4; increase the Reserve or extend the Reserve Window under section 7; move Payouts to manual, delay them, or suspend them; cap Transaction velocity, value or count; decline or hold individual Transactions; pause new Transactions while leaving existing funds under the normal Reserve; disable recurring charges and future billing; restrict or suspend the Account; and require changes under section 12.5. These measures are protective, are not admissions or accusations, and may be applied in any combination and in any order. We record the basis, scope and review date, notify you promptly unless prohibited and use an Account or transaction-specific measure where reasonably adequate. We review continuing restrictions at least monthly and promptly when material new evidence is received.

14.4 **Cooperation.** You must cooperate fully and promptly with any review or investigation, including providing documents, explanations, access to records, and contact with the Beneficial Owners. Failure to cooperate is a material breach.

14.5 **Cost of investigation.** We may charge only the reasonable documented additional costs authorised by the completed accepted investigation entry in Annex A, after an investigation reasonably establishes a

material breach, fraud attributable to you, or knowingly false or materially misleading documents. The work must be directly caused by that finding. Routine onboarding and compliance checks, investigation of our own error, unresolved suspicion and an investigation that clears you are not chargeable. A document request alone does not trigger a fee. We provide the finding, work description, time calculation and amount, apply the accepted cap and exclude duplicated costs. We correct a charge if its supporting finding is withdrawn or overturned. You may challenge the finding and charge under sections 9.7 and 16.4.

15 Restriction, suspension and termination

15.1 **You may leave.** You may stop processing and ask to close your Account at any time, in writing, from the Account itself. Closure does not release you from Debt, from Chargeback liability, from Reserve retention under section 15.4, or from your obligations to your End Customers. Before closing, you must stop all recurring charges and subscriptions, fulfil every order already paid for, and keep a working customer service channel open. We acknowledge closure, record the stop time and disable future billing initiated through the closed processing arrangement, subject only to authorised settlement or recovery of existing obligations. We do not initiate new subscription charges after the recorded stop unless separately and validly authorised. Closure does not require completion of a disputed claim first.

15.2 **We may act.** We may apply proportionate immediate protective restrictions for a documented urgent material Risk Event, active fraud, unlawful activity or binding provider, regulatory or legal requirement. Permanent termination for a remediable breach ordinarily follows written particulars and five business days to cure, subject to section 9.4 for unpaid Fees. No cure is required where active fraud, illegality or imminent material harm makes a cure unsafe or a binding requirement forbids continued processing. Linkage alone is not grounds to transfer another entity's Debt or conclusively find misconduct. Termination for our ordinary commercial convenience requires 30 days' written notice. Refusal of replacement terms follows section 21.4, not an invented immediate risk breach.

15.3 **What termination does not end.** Termination does not end your responsibility for the End Customers you have already taken money from. Every Chargeback, Alert, refund request and complaint that arrives after termination remains yours. You must continue to answer your customers, honour deliveries, and defend disputes. A dispute you do not defend is charged to the held balance. Where we can, we leave you dashboard access so you can respond to disputes; that access is a convenience and may be withdrawn. We provide reasonable access or an effective alternative to receive dispute notices and submit timely evidence and obtain final statements while those obligations remain. Access may be restricted for documented security or legal reasons, but we arrange an alternative where lawful. No new Fee is imposed solely to obtain the records needed to reconcile held funds.

15.4 **Funds after termination.** On termination we may retain the amounts reasonably necessary to cover documented actual or anticipated liabilities on the Account, which may be the whole balance including the Reserve, for a period of up to 180 days from your last Transaction, and longer only where an identified dispute, investigation, Debt, regulatory matter or Acquirer requirement is still open. The 180 day period is a contractual risk horizon, not a representation that every supported method has the same or maximum dispute window. The clock starts from the last genuine captured sale, not a later bookkeeping correction, refund or payout. At the end of the period we release what remains after

deduction of Chargebacks, Refunds, Fees, fines, assessments, recovery costs and Debt. We review the amount held at least monthly, release what is no longer reasonably required, and tell you the basis for what we keep and the date of the next review, except where the law prohibits that disclosure. An extension identifies the unresolved matter, affected amount, required basis and next review date and retains only reasonably necessary funds. Unrelated money is released; a general ongoing review is not enough to roll the hold forward indefinitely. Release is not conditional on signing replacement terms or abandoning an accrued claim.

15.5 **100% Reserve.** Where the risk requires it, we may set the Reserve Rate to 100% so that no funds are released while the position is resolved. That is a protective measure, not a forfeiture. We document why available cover requires 100%, credit existing cover for the same exposure and review it under sections 7 and 15.4. No automatic forfeiture results.

15.6 **Reporting a termination.** Where a termination reason is reportable under the Network Rules, we will report it. Section 13.6 applies.

15.7 **Liability for protective action.** Section 20 governs claims arising from measures properly applied under these Terms. This does not excuse our breach, implementation or calculation error, duplicate recovery, wrongful withholding or liability that cannot lawfully be excluded.

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16 Notices, decisions and confidentiality

16.1 **How we give notice.** Notices are delivered to the designated Account inbox or email address in a form you can access and retain. Notice is effective on receipt in that designated system, not merely dispatch. Material changes, reserve increases, termination and collection notices are also emailed and archived in the Dashboard where available. We retain delivery evidence and follow up on failures. You keep your address current. Routine account-manager discussion is not an amendment, but a complaint or claim validly received by an authorised channel is not ignored merely because of the staff title.

16.2 **How you give notice.** You give notice in writing from the Account or to the address in section 24.9. Notice is effective on receipt. Receipt does not depend on our discretionary acknowledgement. Mandatory routes and valid notice to an agent allowed by applicable law remain effective.

16.3 **Some changes take effect before you are told.** Only where the specific urgent or binding-requirement exception in these Terms permits immediate action, the action may be applied to your Account before the notice reaches you. The notice records what was done; it is not a precondition to doing it.

16.4 **Asking us to review.** You may request a review of an Account decision in writing, ordinarily within 30 days, with supporting records. We acknowledge and consider it promptly and give a reasoned outcome within ten business days where practicable, or state the reason and expected date for a necessary extension. New material evidence, a calculation error or a mandatory individual right may be raised later or more than once. Review does not automatically suspend a justified protective measure. This operational review window is not a claim forfeiture or shortened limitation period.

16.5 **Protected information.** We may withhold detailed risk models, confidential provider correspondence, prohibited reports and information whose disclosure would breach law or genuinely prejudice fraud

prevention. We still provide the provider identity and material terms needed for valid acceptance, the available reason category and calculation basis for Fees, holds and reserves, and required notices or rights information. A general confidentiality label does not displace those duties.

16.6 **Confidentiality.** Each party keeps the other's confidential information confidential. You must not disclose our Fees, risk settings, systems, correspondence or non-public information to a third party except to your professional advisers under a duty of confidence, or as required by law. Confidentiality excludes information lawfully public, already known, independently developed or lawfully received without duty. Disclosure is permitted to advisers, auditors, insurers, financing sources and regulators under appropriate duties, and for truthful legal claims or complaints. Each party may make required disclosures, with prior notice where lawful. The duty lasts three years after termination, with trade secrets protected for so long as applicable law protects them.

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17 Platform, data accuracy and corrections

17.1 **The Platform changes.** We may add, change, restrict, deprecate or withdraw any feature, integration, payment method, report or interface at any time. We aim to give notice of material changes, but may act without notice where security, risk, an Acquirer or the law requires it. Ordinary material withdrawals receive at least 30 days' notice and a reasonable export or alternative route where needed; changes to accepted rights follow section 21. Immediate action is limited to the stated documented urgent or binding requirement.

17.2 **Availability.** We do not warrant uninterrupted or error-free operation, and we do not commit to an uptime level unless we have signed a separate service level agreement with you. Maintenance, third party outages and Acquirer outages will occur.

17.3 **Dashboard and records.** Real-time balances, ratios and status previews may be delayed or provisional. We identify provisional figures and reconcile them promptly with provider and ledger records. Reconciled books and monthly statements are evidence, not conclusive proof immune from challenge. You may use Dashboard records and other relevant evidence to raise a discrepancy; we supply the material calculation and transaction records needed to investigate, subject to lawful redactions. A screen disclaimer does not excuse incorrect fees, reserve calculations, missed dispute transmission or a false deadline we supplied. Section 20 governs resulting liability.

17.4 **We may correct errors.** We may correct any error on your Account at any time, whether the error favours you or us, including duplicate charges, mis stated balances, mis applied Fees, missed Fees, dispute records not synchronised with the Acquirer, and reserve calculations. Correction may be retrospective and may credit or debit your Account. Where an error of ours has caused you to be charged an amount that was not due, we correct it under section 9.7. Billing discrepancy reporting follows section 9.7. Tell us promptly about other apparent errors; delay alone does not waive a claim or validate an unauthorised charge. A correction follows the accepted terms applicable to the original event, not a later fee or reserve formula, and includes an itemised record. Undercharge recovery follows section 9.7.

17.5 **Third party services.** Where you connect a third party service to the Platform, that service is governed by its own terms, and we are not responsible for it.

17.6 **Beta features.** Features marked beta, preview or experimental are provided without warranty and may be withdrawn without notice.

18 Warranties and disclaimers

18.1 **Your warranties.** You warrant on a continuing basis that: you are validly incorporated and in good standing; you have the authority to enter into these Terms; the information and documents you give us are true, complete and genuine; you and your Beneficial Owners are not subject to sanctions and are not on any prohibited persons list; you have every licence, permit and registration your business requires; your products may lawfully be sold and shipped to every market you sell into; your marketing is truthful and substantiated; every Transaction represents a genuine sale of goods or services actually supplied or to be supplied by you; you do not process Transactions on behalf of any other party; and you comply with the Network Rules. The warranty against processing for others is subject only to the expressly identified and approved merchant of record or other arrangement in Annex B; undisclosed aggregation remains prohibited.

18.2 **Our disclaimer.** The Platform and all services are provided as is and as available. To the maximum extent permitted by law we disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, non-infringement, accuracy, and any warranty arising from course of dealing or usage of trade. We do not warrant that the Platform will meet your requirements, that any Transaction will be approved, that any Payout will be made on a given date, or that any Reserve will be released on a given date. This disclaimer does not eliminate express duties to reconcile, transmit timely evidence, correct unauthorised charges, provide notices or release funds when due, or liability excluded from section 20’s limits.

18.3 **Not advice.** Nothing we provide is legal, tax, accounting, regulatory or compliance advice. Guidance from our teams on your website, your policies or your risk position is provided as a courtesy and does not transfer responsibility to us. You remain solely responsible for your own compliance.

19 Indemnity

19.1 You will defend, indemnify and hold harmless TagadaPay, its affiliates, officers, employees, Acquirers and partners from and against all claims, demands, proceedings, losses, liabilities, fines, assessments, penalties, damages, costs and expenses, including reasonable legal fees, arising out of or relating to: your breach of these Terms, the Network Rules or an Acquirer's terms; your products, services, marketing, websites or fulfilment; any Chargeback, Refund, Alert or End Customer complaint on your Account; any claim by an End Customer, including claims about privacy, data protection, unsolicited contact, subscriptions, trials, delivery or product safety; any false, altered or misleading information or document you give us; any tax you fail to pay; any Debt; any claim by a regulator or consumer authority relating to your business; and any claim by a third party that your content infringes their rights. This indemnity applies to attributable third-party claims and lawfully indemnifiable assessments, not to the extent caused by an indemnified person’s breach, negligence, fraud, wilful misconduct or gross

negligence. Ordinary Fee and Debt collection remains governed by its accepted basis and is not enlarged by labelling it indemnity. No principal, assessment or defence cost is recovered twice.

19.2 **Defence procedure.** We give reasonably prompt notice of a claim and cooperate, with delay reducing indemnity only to the extent materially prejudicial. The Merchant may control the defence with competent counsel acceptable on reasonable grounds. We may take control at the Merchant's reasonable attributable expense where a material conflict, failure to defend or binding provider requirement makes that necessary, with notice. No settlement admits an indemnified person's liability, imposes unapproved nonmonetary duties or fails to release it without that person's written consent, not unreasonably withheld. Costs must be reasonable, documented and nonduplicative. Any indemnity is subject to section 19.1.

20 Limitation of liability

20.1 **Excluded losses.** To the maximum extent permitted by law, we are not liable for indirect, incidental, special, punitive or consequential loss, or for loss of profit, revenue, business, opportunity, goodwill, funding, data or anticipated savings, however caused, whether or not foreseeable and whether or not we were told they were possible. These exclusions are subject to section 20.5 and do not convert a duty to pay settled funds or correct an unauthorised debit into excluded lost revenue.

20.2 **Cap.** Our total aggregate liability arising out of or relating to these Terms, whether in contract, tort, statute or otherwise, is limited to the total Fees you paid us in the twelve months immediately before the event giving rise to the claim. Only processing Fees actually retained by TagadaPay for its own account are counted, excluding taxes, merchant proceeds, Reserve, fines and third-party pass-through amounts. Claims from the same event or related series share one cap. Payment and correction duties and other matters in section 20.5 are outside this cap. Separate CRM fees are not included.

20.3 **Specifically excluded.** Without limiting section 20.1, we have no liability for loss arising from: a Reserve, a Reserve Window, a hold, a delayed or suspended Payout, a velocity cap, a paused Account, a declined Transaction, a restriction, a suspension or a termination applied under these Terms; a decision, requirement or action of an Acquirer, a Card Network, a bank, a regulator or law enforcement; a Chargeback outcome; a figure shown in the Dashboard; an outage; or a fraud committed against you by an End Customer or a third party. This applies only to measures and allocations properly made under the Merchant Agreement and these Terms and remains subject to section 20.5. It does not remove liability for our own breach or error merely because a provider or risk measure was involved.

20.4 **Time limit.** To the extent a contractual shortened period is lawful, a claim must be commenced within two years after it accrues, subject to any longer nonwaivable period, applicable tolling and discovery rules. This applies equally to arbitration and court claims; an operational reporting target does not shorten it.

20.5 **Matters not limited.** No exclusion, cap or shortened period applies to the extent law forbids it. The exclusions and cap also do not limit fraud, fraudulent misrepresentation, wilful misconduct or gross negligence, payment of settled funds actually due, release of a Reserve no longer lawfully or contractually required, correction or return of unauthorised or duplicate charges, or performance of mandatory privacy and safeguarding duties. Any damages claim for an ordinary breach otherwise remains subject to the lawful limits above.

21 Changes to these terms

21.1 **We may change them.** We may amend these Terms and the Schedules. Unless a shorter period applies under 21.2, we give 30 days' notice through the Dashboard or by email, and the change takes effect on the date stated. Ordinary amendments describe the actual changed text, reason, effective date and right to stop new processing and close before that date without a change-related penalty. Material changes and initial migration follow sections 21.3 and 21.4. Changes are prospective and do not release accrued claims.

21.2 **Urgent required changes.** A change strictly necessary to comply with a binding applicable legal, regulatory, network or Acquirer requirement, or to address a documented urgent material security or fraud exposure, may take effect by the required deadline. We give as much prior notice as reasonably practicable, prompt subsequent notice unless prohibited and the source and scope of the change. We do not bundle unrelated commercial changes into that exception. Account measures follow their specific notice rules. This clause does not create an otherwise missing Fee, guarantee, debit mandate or release.

21.3 **Acceptance of changes.** Continued use after properly delivered notice may accept an ordinary operational change expressly permitted under section 21.1. New or increased own Fees, a new fee category, a reserve base or formula change, materially expanded account or personal liability, a liability limitation, dispute resolution or termination change, or a material data-use change requires active acceptance. Reserve rate, floor and window adjustments follow section 7; documented permitted external cost and currency adjustments follow section 9.3 and the Merchant Agreement. Pending required acceptance, the earlier accepted terms remain applicable to the Merchant unless and until service is validly ended. A Merchant may stop new processing and request closure before the ordinary change takes effect, subject only to accrued obligations and lawful retention.

21.4 **Existing Accounts.** We deliver an email and prominent Dashboard notice identifying the new Merchant Agreement, Annex A, Annex B, these Terms and other applicable documents, the proposed prospective effective date, material changes and acceptance or decline route. We honour the notice, termination and servicing duties required by the existing agreement and applicable law, including any period longer than 30 days, and ordinarily allow at least 30 days before ending service solely for nonacceptance. A migration invitation does not itself constitute termination notice unless it clearly and validly serves that purpose under the existing agreement. An authorised representative actively accepts the identified package; no preselected box, processing event or silence is acceptance. The package takes effect no earlier than valid acceptance and the stated prospective date. A blocking processing screen is used only from a date on which an existing contractual right validly permits the processing stop, and preserves statements, dispute submission, export and review routes. Declining or not responding is not a request to close or consent to new terms. If unresolved, we may serve valid termination notice under the existing agreement, honour its notice and servicing duties, and stop new processing on the effective termination date. Fees, reserve calculation and events before the new effective date remain governed by their earlier terms unless separately settled in a signed agreement; acceptance releases no accrued claim. A change of contracting entity requires the appropriate assignment, transfer or novation instrument and consents. Where novation is required, it takes effect before or concurrently with migration under coordinated effective provisions; general acceptance alone does not transfer another entity’s accrued obligations or

release claims. Undisputed funds and required billing corrections are not conditional on a historical settlement or release.

21.5 **Versions.** The current version is published at tagadapay.io/legal/terms with its effective date, and every earlier version stays available there.

22 Intellectual property and restrictions

22.1 We own the Platform and everything in it. You get a limited, revocable, non-exclusive, non-transferable licence to use it for your own business while these Terms are in force.

22.2 You keep ownership of your content and grant us a non-exclusive, royalty-free, worldwide licence to host, process, reproduce and display it as needed to provide the Platform, to comply with law, and to defend disputes. This licence is limited to the stated service and lawful purposes, lasts only as needed for them and does not replace the data addendum, privacy rights or deletion schedule.

22.3 You must not copy, reverse engineer, decompile, scrape, benchmark for publication, or use the Platform to build a competing checkout, funnel or payment product. You must not circumvent any technical or access control. These restrictions apply only to the extent permitted by law and do not bar lawful interoperability, required data export or mandatory security reporting.

22.4 **Publicity.** We may identify you by name and logo as a customer unless you object in writing, subject to applicable law and confidentiality. Account-specific performance figures, testimonials or case studies require your prior written approval. Genuinely aggregated anonymous statistics that do not identify you or an individual may be used lawfully.

23 Governing law and disputes

23.1 These Terms are governed by the laws of the State of Texas and the federal laws of the United States, without regard to conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Mandatory laws applicable to the parties, regulated activity or End Customers remain effective notwithstanding this choice of law.

23.2 **Good faith resolution.** Either party first gives written notice of a dispute and allows 30 days for good faith resolution. This does not prevent urgent protective relief, a timely filing needed to preserve a claim, a regulator complaint or a nonwaivable statutory right.

23.3 **Court venue.** For court proceedings permitted by section 23.4, the state courts in Harris County, Texas and the federal court for the Southern District of Texas, Houston Division are the exclusive forum where jurisdiction exists, except for expressly permitted Debt collection or urgent relief elsewhere. Arbitration remains seated in Houston.

23.4 **Arbitration and class action waiver.** Any dispute not resolved under 23.2 is finally settled by binding individual arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, or, where either party is located outside the United States, the International Centre for

Dispute Resolution under its International Dispute Resolution Procedures, seated in Houston, Texas. Each party waives any right to bring or participate in a class, collective or representative action. Either party may still seek injunctive relief in court to protect intellectual property or confidential information, and we may bring a claim for Debt in any court of competent jurisdiction where you are located or hold assets. The Federal Arbitration Act governs the arbitration agreement to the extent applicable. There is one arbitrator and proceedings are in English, with costs administered under the applicable rules and mandatory law. Either party may seek urgent interim relief without waiving arbitration, and either may enforce an award in a competent court. The class waiver and Debt carve-out do not prevent a regulator complaint, nonwaivable representative remedy or a defence to a Debt claim. The applicable rules are identified and available before acceptance; any unenforceable waiver is assessed without removing a mandatory right.

24 General

24.1 **Assignment.** You may not assign the Account or this Agreement without our written consent, not unreasonably withheld for a suitable successor that satisfies required underwriting and provider approval. We may assign rights or transfer performance to an affiliate or successor in a financing, merger or sale on notice, subject to law and provider requirements. The transferee assumes the applicable duties; we are not released from accrued obligations or novated out of the contract without any required consent. A Debt assignee takes the Debt subject to applicable defences and prior payments. A seller, credential or mandate substitution requires its own applicable authority.

24.2 **No partnership.** Nothing here creates a partnership, joint venture or employment relationship. Agency, fiduciary, trust, custody and safeguarding duties depend on the actual accepted processing arrangement and mandatory law. Any required agency appointment is expressly documented; this clause does not negate duties imposed by law or needed for an applicable processing exemption.

24.3 **No waiver.** A failure or delay in enforcing a right is not a waiver of it. A discretion exercised in your favour once does not oblige us to exercise it again, and does not create a course of dealing.

24.4 **Severability.** If a provision is unenforceable it is modified to the minimum extent needed to make it enforceable, or severed, and the rest continues in force. No modification enlarges an agreed charge or supplies missing assent, a mandate or guarantee. If a material term cannot lawfully be replaced, the relevant legal remedy and lawful remaining terms apply.

24.5 **Survival.** Sections 8, 9, 10, 13, 15.3, 15.4, 16.5, 16.6, 18, 19, 20, 22, 23 and 24 survive termination, together with any other clause that by its nature should survive. Survival is limited to accrued obligations, unresolved Transactions, lawful retention and rights that need to continue; it does not permit new processing, indefinite personal data retention or debits after valid revocation. Release, correction, evidence access, confidentiality periods and data deletion duties survive for their applicable purposes.

24.6 **Force majeure.** Neither party is liable for a failure caused by an event beyond its reasonable control, including acts of God, war, terrorism, civil unrest, epidemic, strike, power or telecommunications failure, cyber attack, sanctions, or the act or failure of a bank, Acquirer, Card Network or government. The affected party takes reasonable mitigation steps and gives prompt notice of a material continuing failure where practicable. This does not excuse amounts actually payable, misuse of held funds, a party's own

breach, required security controls or nonwaivable duties, and does not authorise indefinite suspension of release or access without review.

24.7 **Third parties.** No one other than the parties and the indemnified persons named in section 19 has any right to enforce these Terms. This does not prevent a person from exercising a mandatory statutory right or a claim against its actual seller or regulated provider.

24.8 **Language.** The contract language and any required translated versions are identified in the Merchant Agreement and applicable country rider. We supply a required translation before acceptance. English governs only to the extent permitted by mandatory law and the accepted language provision; a translation required by law is not treated as merely a convenience copy.

24.9 **Contact.** TagadaPay LLC, registered address and EIN as published at tagadapay.io/legal. Legal and compliance notices to the email address published there. Data protection enquiries to the address in our Privacy Policy. Our completed Merchant Agreement identifies the actual registered address and designated legal, compliance and privacy email addresses. Address changes are notified prospectively without making a previously valid notice ineffective.
