



## KASHING AND PAYPASS CARDS TERMS AND CONDITIONS

This document describes the General Terms and Conditions applicable to the goods and/or services offered by **PAYPASS**. Any company wishing to purchase and/or use our goods or services may do so subject to these General Terms and Conditions, along with all other Manuals and policies provided by **PAYPASS** and which are incorporated herein directly into the agreement, this document, or by reference in other sections of the site <https://useKASHING.com>. Accordingly, contracts and documents derived from our goods or services shall be governed by these rules and subject to the laws applicable in the State of Florida, United States.



### Definitions

<b>KASHING</b> Refers to <b>PAYPASS</b> Platforms, which includes the mobile application, the Corporate Site and the website, where the products offered by <b>PAYPASS</b> can be managed.	<b>Campaign manager and/or campaign manager</b> This profile within the Corporate Site allows you to activate, deactivate, edit the person responsible for a specific campaign and allows you to view the available balances of all campaigns.
<b>Corporate Site</b> Web portal through which the CLIENT can request and manage the OROS, campaigns and generate invoices.	<b>Payment Authorizer</b> This profile within the Corporate Site allows you to make the payment of the invoice, as well as to see the invoices that are pending to be used.
<b>App</b> Mobile application referred to as "KASHING" where the User can manage the OROS received.	<b>Treasurer</b> This profile within the Corporate Site allows you to request the money needed for a specific campaign and to generate the invoice, as well as to pay the campaigns.
<b>OROS</b> Unit of measurement within <b>KASHING</b> that CLIENTS can purchase for the incentive, benefit, prize, reward or compensation campaign. The CLIENT can reload the users' cards with the <b>PAYPASS</b> OROS. OROS can be converted into dollars to be used through VISA cards in e-commerce.	<b>Account Manager</b> This profile within the Corporate Site requests the money needed for a specific campaign and generates the invoice. Creates, activates and inactivates campaigns and cards. You can reverse OROS from cards or campaigns. Manages the following profiles: treasurer and award managers.
<b>Administration costs</b> All costs associated with the use of the cards and the use of <b>KASHING</b> .	<b>Awards Manager</b> This profile within the Corporate Site allows you to pay cards.
<b>Administration charge</b> All costs associated with the use of the cards and the use of <b>KASHING</b> .	<b>Recharge</b> It is the amount of OROS assigned to the business account and campaigns.



<p><b>Cards</b> It is the medium where users accumulate the dollars redeemed from the OROS received from campaigns and other products offered by <b>PAYPASS</b>.</p>	<p><b>Deposit</b> The OROS that are credited to the card according to the <b>CLIENT</b>'s availability.</p>
<p><b>Client</b> It is the Company that hires <b>PAYPASS</b> to make use of <b>KASHING</b> and the cards to deliver incentive campaigns, benefits, prizes, rewards, or compensations, for its employees or business partners.</p>	<p><b>Balance</b> Quantity of OROS available on the Corporate Site, in the campaign or on the card.</p>
<p><b>User</b> Cardholder (Employees, officials or third parties related to the activity of the <b>CLIENT</b> company acquiring the <b>PAYPASS</b> services).</p>	<p><b>Forecasting</b> Billing or OROS purchase estimate to be agreed between <b>PAYPASS</b> and the <b>CLIENT</b> for specific periods of time for each campaign.</p>
<p><b>Corporate account</b> It is the tool within the Corporate Site with which <b>CLIENTS</b> can acquire the OROS to distribute them in campaigns.</p>	<p><b>Quote</b> Commercial proposal containing the rates and scopes provided by <b>KASHING</b> by <b>PAYPASS</b>, according to the Campaign requested by the <b>CLIENT</b>.</p>
<p><b>Campaign</b> Subdivision of the corporate account where the OROS are managed for a specific purpose. The campaign can be of incentives, benefits, prizes, rewards or compensations, as defined by the <b>CLIENT</b>. The <b>CLIENT</b> can have several campaigns in his business account.</p>	<p><b>Invoice</b> Legal document generated in the Corporate Site of <b>PAYPASS</b> that contains the value that the <b>CLIENT</b> must pay for the OROS purchased and the use of Kashing, according to the accepted estimate.</p>
<p><b>Website</b> It is the <b>KASHING</b> by <b>PAYPASS</b> web page where the <b>PAYPASS</b> and <b>KASHING</b> information is located, and where the <b>CLIENT</b> can access <b>KASHING</b> link.</p>	

The terms and conditions contained in this document shall apply to and be deemed to form part of all acts and contracts executed or entered with Pay Pass, and govern the following goods or services:

- The information contained herein is informative and it shall be the user who determines the final conditions of its proper use regarding any product line offered by **PAYPASS**. The user is the sole responsible for the use of the cards.
- **PAYPASS** through the Website indicates to **CLIENTS** and the user the operating conditions of its products and services, conditions, rates, as well as its **CLIENT** service channels.



## Corporate Site

- The credentials (username and password) to access the Corporate Site shall be sent by mail by PAYPASS on a one-time basis.
- Once the credentials are received, the **CLIENT** shall be the only one who will have access to the Corporate Site to request and manage its products or services, consequently, it is responsible for everything that is done on the Corporate Site with that User.
- For security reasons, the **CLIENT** must change the password once received.
- **PAYPASS** through the Website indicates to **CLIENTS** the operating conditions of its products and services, conditions, rates, as well as its **CLIENT** service channels.
- The Corporate Site is a comprehensive tool that enables product knowledge to the **CLIENT**. Therefore, the information contained herein is informative and it shall be the user who determines the final conditions of its proper use with regard to any product line offered by **PAYPASS**. The user is the sole responsible for the use of the cards.
- The **CLIENT** is responsible for assigning the following administration roles/profiles within the Corporate Site:
  - Campaign manager
  - Payment Authorizer
  - Treasurer
  - Account Manager
  - Awards Manager
  - Custodian
- In order to use the services, the **CLIENT** must first recharge on the **KASHING** Corporate Site to be able to start ordering OROS, order the cards and order any other product.
- The **CLIENT** is directly responsible for the assignment of the OROS, the cards and their use.
- Within the Corporate Site, the **CLIENT** shall be able to generate invoices according to the accepted quotations.
- The **CLIENT** is responsible to deposit money on the cards and the correct allocation of resources, hence **PAYPASS** is not responsible for the credits made by the **CLIENT**.
- **PAYPASS** is not responsible for the use of resources allocated to users.
- The **CLIENT** hereby declares that the costs, expenses, commissions, and fees that are caused in the development of the use of **KASHING** and the cards have been informed to the former.
- The **CLIENT** understands that costs, expenses, commissions, and fees may vary due to market conditions and third parties involved in the service.
- **PAYPASS** is not liable for refusal of use at merchants, or for any damages or losses resulting from the refusal or acceptance of the cards.

## OROS

- The value of the OROS shall be determined by THE **CLIENT**.
- The user can redeem the OROS assigned in each subscription.



- Once OROS are redeemed to dollars, they cannot become OROS again.
- Transfers between users shall always be made in dollars and not in OROS.
- OROS can only be redeemed within the **KASHING** platform and for the intended purpose.
- The OROS and the proceeds from the conversion may only be used for lawful purposes.
- Dollars can only be used through a universally accepted VISA card.
- OROS shall not be exchanged for any other product or service within **KASHING**.
- Transfers between users can only be made from the **KASHING** platform.
- The dollars resulting from the conversion of the OROS will only be used for e-commerce.
- The dollars resulting from the conversion of the OROS and the OROS themselves may only be used for legal and lawful purposes.



### Mobile App and Cards

- **PAYPASS** shall not be responsible for the qualities of the mobile phone/cell phone or the internet where the **KASHING** App is used, so if the qualities of the mobile phone/cell phone or the internet affect the performance of the **KASHING** App, **PAYPASS** shall not be responsible for any malfunctions that may occur.
- The user is responsible for downloading the App, providing correct and truthful information, as well as registering properly for the use of the products.
- Once the user has downloaded the app and completed the registration process, he/she receives a confirmation email for the card activation, must review and accept these terms and conditions, and can proceed to activate the card using the corresponding code.
- The e-mail address is the user's login, and the password is the one assigned by the user.
- The user hereby declares that the **KASHING** App is properly installed and fully functional.
- The virtual cards shall be activated and received by the user through the **KASHING** App.
- In the case of physical cards, the user declares to have received to his/her satisfaction the indicated card, along with its corresponding security code, in adequate security conditions and the password duly protected and secured.
- The user expressly accepts that the access code and the card are for personal and non-transferable use and assumes full responsibility for any misuse of the card and the personal access code by the user or third parties.
- The user is solely responsible for the conversion of **OROS** into dollars.
- The user acknowledges that this product is not a savings product and does not generate returns (interest). Therefore, **PAYPASS** shall not be obligated to deliver cash, because both the OROS and the dollars are for use within the **KASHING** App.
- The user understands that for security reasons, the resources held in **KASHING** shall have a daily limit value for purchases and payments.
- The user is responsible for the management of the daily limits according to personal preferences.
- The user is subject to a charge fee for inactivity within a period of six (6) months. Inactivity is understood as the non-use of the card.
- The user understands that he/she is solely responsible for the use of the **OROS**, and for the use of



the card, as well as for the merchants where the card is used.

- The user understands to be solely responsible for the accepted commitments with the merchants and the debits they generate.
- The User understands that **PAYPASS** is not responsible for warranties on products purchased with **PAYPASS** cards.
- In case of loss, theft or strange movements of the card or when it is noticed that third parties have learned the corresponding password, it is the user's obligation to immediately request the blocking of the card through the contact channels indicated by **PAYPASS**, and it is also the user's responsibility to file a report with the appropriate authorities.
- In the case of physical cards, the user expressly accepts as an identification mechanism, the supply of the card and the personal password to the **CLIENT** when making purchases or withdrawals in person and digitally when making purchases in e-commerce; so that any transaction made with the cards will make the **CLIENT** and User or Cardholder responsible.
- The user declares to have been informed of the costs, expenses, commissions, and fees incurred in the use of the card.
- The user understands that costs, expenses, commissions, and fees may vary due to market conditions and third parties involved in the service.
- The user accepts that **PAYPASS** may block, withdraw, discontinue, limit, modify, suppress or add to the terms and conditions of this regulation, as well as the privileges and conditions of use of the card, by means of notice given in such sense by any suitable means or communication channel established by **PAYPASS**, and if after five (5) days after the modification is communicated, the user does not show up to cancel the card, it will be understood as unconditionally accepting the modifications introduced.
- The user hereby understands and accepts that **PAYPASS** assumes no responsibility for loss, theft, misplacement, donation, improper or fraudulent use of the cards received and managed in person and through the mobile App.
- Furthermore, the user understands and accepts that the operations and transactions that can be performed by technological means or e-commerce through equipment (computers, cell phones, among others) are the responsibility of the user.
- The security of the cards and their use through **KASHING** depends on the good use that the user makes of them. Therefore, the user commits to use the cards and their corresponding passwords in safe places, not to share his/her personal password with third parties, not to keep the password together with the card and, as far as possible, to generate password changes that are easy to remember in order to mitigate the risk of use of the card by third parties.
- The **KASHING** App and the cards shall be available as long as there are no circumstances of fortuitous event or force majeure that prevent its normal operation, in case of any of these situations the user must contact **PAYPASS** through the authorized channels.
- Your personal data shall be handled in accordance with the law and the data processing policy which can be referenced at the following link: <https://useKASHING.com>.
- The documents contained in our website are an integral part of these terms and conditions and can be consulted at <https://useKASHING.com>.



- The user understands and accepts that the **PAYPASS** cards delivered obey special legal characteristics that may allow performing all or some commercial transaction operations, therefore the qualities and functionalities allowed for each type of card to be used must always be verified.
- The **CLIENT** and user understand that **PAYPASS** has a wide range of cards that fit different needs, so there may be in your possession different cards each with particular characteristics, so some features within the web portal and mobile App may be restricted for some of them.
- The user and **CLIENT** understand that when transferring funds between cards, this operation may be restricted according to the characteristics of the card.
- The user and **CLIENT** agree to take all the necessary security measures and to follow the recommendations to apply for their own cards, covered cards, guest cards and reloads, actions that are understood to be requested by the user.
- **PAYPASS** reserves the right to add, delete or modify these terms and conditions at any time.
- The user hereby declares to have read and agree with the terms and conditions contained herein.



## Web Portal

- All users must register on the web portal, providing the requested data.
- The **CLIENT** is solely responsible for the use and confidentiality of the assigned passwords and answers to the security questions.
- The **CLIENT** must follow all other instructions for use indicated by **PAYPASS**.
- The **CLIENT** is solely responsible for the access and proper use of the web portal. **PAYPASS** shall not assume any consequences derived from the users' own actions.
- **PAYPASS** through the website indicates to **CLIENTS** the operating conditions of its products and services, conditions, rates, as well as its **CLIENT** service channels.
- The information content provided through this Website is developed by **PAYPASS**, who reserves the right to unilaterally modify at any time the presentation and configuration of the Web Site, the services and content involved here without prior consent. The latest version of our documents can be consulted through the links located on our Website.
- **PAYPASS** is not responsible for the use and interpretation by third parties of the data and information provided on the Web Site.
- Inquiries, requests or complaints shall be handled through the channels and times defined on the website.



## Exclusion of Warranties and Availability

- **PAYPASS** does not guarantee continued or uninterrupted access to and use of **KASHING**. **KASHING** may eventually be unavailable due to technical difficulties or internet failures, or any other cause beyond **PAYPASS'** control. In such cases, efforts shall be made to restore it as quickly as possible, without any type of liability being imputed to it.
- **PAYPASS** shall not assume any liability for damages suffered by the user for non-use or impossibility



of use of the information or services provided through the Web Portal, nor shall it be liable for any damage or harm to the user's software or hardware resulting from access.

- **PAYPASS** shall not be liable for any damages or losses that may arise from interference, omissions, interruptions, computer viruses or disconnections of the Web Portal for any reason, including causes beyond **PAYPASS** control.
- **PAYPASS** shall not be responsible for any technical problems that may affect the normal operation of the **KASHING**.
- The **CLIENT** shall assume all responsibility for the interpretation and use of the information contained in the Web Portal and shall also be responsible for the violation of patrimonial and personal rights of third parties and/or against morality and good customs or public order, which in any way may damage, prevent the normal use, disable, overload or deteriorate the **KASHING**.



### Enrollment of Users

- **PAYPASS** shall not be responsible for the accuracy of the information registered by the **CLIENT** or the user. Therefore, the **CLIENT** and the user guarantee the truthfulness and accuracy of the data and assume all risks arising from this circumstance, such as impossibility of contact, delays, validations, denial of access and other consequences that may arise.
- THE **CLIENT** hereby agrees to diligently keep the password with absolute confidentiality, preventing other people from having access to it, and to immediately notify **PAYPASS** of its theft and/or loss and, in general, of any improper use of his/her user account by third parties.
- The user agrees to diligently conserve and keep the password with absolute confidentiality, preventing other people from having access to it, and immediately notify **PAYPASS** of its theft and/or loss and, in general, of any improper use of his or her user account by third parties.
- Neither the **CLIENT** nor the user shall copy or alter the pages or contents that **PAYPASS** offers on the Internet or associate them with other Internet pages.



### Copyrights and Trademarks

- This web portal includes all trademarks, logos and, in general, all registered and valid distinctive signs owned by **PAYPASS**.
- All the information, texts, graphics, photographs, practical advice, presentation and design of this WEB Portal, as well as the software, the source codes and in general the computer program that constitutes and supports the page, are protected by Copyright and Industrial Property Rights, in accordance with the legislation of the State of Florida, United States of America and with international standards.
- THE **CLIENT** acknowledges and declares that the distinctive signs, whether words or images separately or together, as well as the sounds and shapes used by **PAYPASS**, are the property of **PAYPASS**.
- The use of **KASHING** does not grant the user the authorization to copy, reproduce or disseminate the content either in part or in whole, however, you can view and download the content as long as



it is for personal use only and is stored in the cache of the personal computer.

## General Services

- In general, cards shall be requested with the first payment, although this situation may change depending on each product.
- The veracity of the data with which the cards are requested is the responsibility of the company or individual who provides the information, so that errors or inaccuracies may affect the proper provision of the service or suspension of this.
- The minimum mandatory data for the App are:
  - Cell phone number (cellular).
  - Social Security/Drive License.
  - Residence address.
  - Zip code.
  - E-mail.
- Depending on the contracted service, the information and documentation to be requested may vary.
- The cards that are initially delivered are virtual, but physical cards are an option, which have additional costs. **PAYPASS** shall not be responsible for the security of mobile devices or computers on which companies or individuals use our services.
- The payment terms have a certain payment term which is not modifiable and must be met to continue with the use of the services.
- The platform has a fixed monthly cost that must be paid in advance in order to have the service portfolio available.
- The custody and use of the users **PAYPASS** administrators are the sole responsibility of the Company or individual.
- **PAYPASS** shall not be responsible for the security of mobile devices or computers on which companies or individuals use our services.
- **PAYPASS** is not responsible for the technological security of the devices used by the merchants where our services are used.
- **PAYPASS** shall not be responsible for the availability of the services when affected by the internet service provider contracted by the **CLIENT**, or on the configurations that have been made on that service that do not allow the correct functionality of **PAYPASS** services.
- **PAYPASS** reserves the right to suspend or cancel services in the event of atypical behavior that puts **KASHING** or the good name of **PAYPASS** at risk.
- **PAYPASS** reserves the right to suspend or cancel the services in case of evidence of inappropriate use.
- If the **CLIENT** does not make the payment for the services on the date indicated in the invoice, **PAYPASS** may suspend the provision of the service and generate the collection of the penalty.
- If the **CLIENT** has suspended the services due to late payment, the **CLIENT** understands and accepts that in order to use them again, it shall pay the invoice plus the penalty.





- **PAYPASS** does not guarantee error-free operation, so eventually, it will have to carry out operations to improve the services, which as far as possible will be notified sufficiently in advance to the **CLIENT**, and there may be events of fortuitous event or force majeure in which corrective actions must be applied immediately, which would not give rise to notification.

## Restrictions

THE **CLIENT** may not, and may not cause or permit others to:

- Incorrect use or unauthorized use of the **KASHING** by **PAYPASS** or cards by **PAYPASS**.
- Modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the **KASHING** or the cards (including data structures or similar materials produced by **PAYPASS**). Access or use the Services to build or support, directly or indirectly, products or services competitive to **PAYPASS**.
- Allow people other non-authorized than the **CLIENT** to use **KASHING** by **PAYPASS**.
- Provide name, passwords, or access to third parties non-authorized.
- License, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use, commercially exploit, or make available the Services to any third party non-authorized except as permitted by this Agreement.