



ZPAYS INC.

TERMS OF SERVICE

Last Update: September 4th, 2025.

These Terms of Service, together with our Privacy Policy govern your access to and use of the website (the “ZPAYS’ Website or App” or the “Site”) of ZPAYS Inc. (“ZPAYS”, “we”, “our”, or “us”), a money transmitter duly licensed and incorporated under the laws of the State of Florida, and your use of any of the services provided through the Site. These Terms of Service and any additional terms and conditions, policies, agreements and disclosures to which you have agreed are hereafter referred to collectively as the “Agreement”. Please read these Terms of Service carefully.

Your use of the ZPAYS’ Website or App is governed by the version of the Terms of Service in effect on the date of use. ZPAYS may modify the Terms of Service at any time and without prior notice. By using and accessing the ZPAYS’ Website or App, you acknowledge and agree to review the most current version of these Terms of Service prior to each such use. Your continued use of and access to the ZPAYS’ Website or App constitutes your acknowledgment of, and agreement to, the then-current Terms of Service. Please also note that the provisions of these Terms of Service are in addition to any other agreements between you and ZPAYS, including any customer or account agreements, and any other agreements that govern your use of products, services, content, tools, and information available on the ZPAYS’ Website or App.

ZPAYS reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the information, materials and descriptions on the

ZPAYS' Website or App and/or to suspend and/or deny access to the ZPAYS' Website or App for scheduled or unscheduled maintenance, upgrades, improvements or corrections. The information and materials on the ZPAYS' Website or App may contain typographical errors or inaccuracies. Any dated information is published as of its date only, and ZPAYS does not undertake any obligation or responsibility to update or amend any such information. ZPAYS may discontinue or change any product or service described in or offered on the ZPAYS' Website or App at any time without prior notice. ZPAYS further reserves the right, in its sole discretion, to block or otherwise discontinue your access and use of the ZPAYS' Website or App at any time and for any reason. You agree that ZPAYS and its affiliates will not be liable to you or to any third party for any such modification, suspension or discontinuance.

AUTHORIZED USER

Some of our services, and certain pages of the ZPAYS' Website or App, are available only to clients or users who have been authorized by us to access those services and web pages. Such authorization may require, among other things, satisfactory background information screening.

Unauthorized use of the ZPAYS' Website or App and/or our systems, including, but not limited to, unauthorized entry into and/or any attempted access of ZPAYS' systems and/or any restricted areas of the ZPAYS' Website or App, misuse or sharing of passwords or misuse of any other information, is strictly prohibited. You may not use the ZPAYS' Website or App in any manner that could damage, disable, overburden, or impair the ZPAYS' Website or App or service or interfere with any other party's use and enjoyment of the ZPAYS' Website or App or service. You may not attempt to gain unauthorized access to the ZPAYS' Website or App or any service, computer systems or networks connected to the ZPAYS' Website or App, through hacking, password mining or any other means. You may not screen-scrape, data scrape and/or use any automated means to acquire data and/or information from our Site. You agree that you will not engage in any activities related to any ZPAYS' Website or App that are contrary to these Terms of Service and/or any applicable laws or regulations. You agree to notify us immediately in the event that you learn or suspect that the security of your password may have been compromised. You further agree that you are responsible for any unauthorized use of your password that is made before you have notified us and we have had a reasonable opportunity to act on that notice. We reserve the right

to suspend or cancel your password, even without receiving such notice from you, if we suspect that it is being used in an unauthorized or fraudulent manner.

Notwithstanding the above, you are responsible for monitoring your account and should promptly report any unauthorized or suspicious activity in your account to us at legal@ZPAYS101.net

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

THE INFORMATION, PRODUCTS AND SERVICES ON THE ZPAYS' WEBSITE OR APP ARE PROVIDED ON A STRICTLY "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS. ZPAYS DOES NOT PROVIDE ANY WARRANTIES (EITHER EXPRESS OR IMPLIED) WITH RESPECT TO THE INFORMATION AND/OR SERVICES PROVIDED ON THE ZPAYS' WEBSITE OR APP AND/OR YOUR USE OF THE ZPAYS' WEBSITE OR APP GENERALLY, OR FOR ANY PARTICULAR PURPOSE, AND ZPAYS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ZPAYS WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT COULD RESULT FROM INTERCEPTION BY THIRD PARTIES OF ANY INFORMATION OR SERVICES MADE AVAILABLE TO YOU VIA THIS WEBSITE. ALTHOUGH THE INFORMATION PROVIDED TO YOU ON THIS WEBSITE IS OBTAINED OR COMPILED FROM SOURCES WE BELIEVE TO BE RELIABLE, ZPAYS CANNOT AND DOES NOT GUARANTEE THE ACCURACY, VALIDITY, TIMELINESS, OR COMPLETENESS OF ANY INFORMATION OR DATA MADE AVAILABLE TO YOU FOR ANY PARTICULAR PURPOSE. NEITHER ZPAYS, NOR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS OR EMPLOYEES, NOR ANY THIRD PARTY PROVIDERS OF CONTENT, SOFTWARE AND/OR TECHNOLOGY (COLLECTIVELY, THE "ZPAYS PARTIES"), WILL BE LIABLE OR HAVE ANY RESPONSIBILITY OF ANY KIND FOR ANY LOSS OR DAMAGE THAT YOU INCUR IN THE EVENT OF ANY FAILURE OR INTERRUPTION OF ANY ZPAYS' WEBSITE OR APP, OR RESULTING FROM THE ACT OR OMISSION OF ANY OTHER PARTY INVOLVED IN MAKING ANY ZPAYS' WEBSITE OR APP, THE DATA CONTAINED

THEREIN OR THE PRODUCTS OR SERVICES OFFERED THEREBY AVAILABLE TO YOU, OR FROM ANY OTHER CAUSE RELATING TO YOUR ACCESS TO, INABILITY TO ACCESS, OR USE OF ANY ZPAYS' WEBSITE OR APP OR THE MATERIALS CONTAINED THEREIN, WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF ZPAYS OR OF ANY VENDOR PROVIDING SOFTWARE OR SERVICES.

IN NO EVENT WILL ZPAYS OR ANY SUCH PARTIES BE LIABLE TO YOU, WHETHER IN CONTRACT OR TORT, FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY OTHER DAMAGES OF ANY KIND EVEN IF ZPAYS OR ANY OTHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. ZPAYS CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE ZPAYS' WEBSITE OR APP.

PROPRIETARY RIGHTS

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not remove or obscure any copyright or other notices or legends contained in any such information.

ZPAYS, the ZPAYS logo, and other ZPAYS trademarks and service marks referenced herein are trademarks and service marks of ZPAYS. The names of other companies and third-party products or services mentioned herein may be the trademarks or service marks of their respective owners. You are prohibited from using any marks for any purpose including, but not limited to use as metatags on other pages or sites on the Internet, without the written permission of ZPAYS or the applicable third-party rights holder.

USER SUBMITTED INFORMATION

As a user of the ZPAYS' Website or App, you may be permitted to post certain user-submitted content on various portions of the ZPAYS' Website or App. For the purposes of this Agreement, all content, information, and materials posted, uploaded, submitted, published or otherwise displayed through a ZPAYS' Website or App shall be referred to as "User Submitted Content". You are solely responsible for all User Submitted Content that you post, upload, submit, publish or otherwise display through a ZPAYS' Website or App. You expressly acknowledge and agree that all User Submitted Content will:

- ⇒ Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;
- ⇒ Not contain any content that is inaccurate, harassing, libelous, abusive, obscene, discriminatory or otherwise objectionable;
- ⇒ Not promote or solicit the purchase or sale of any product, security, financial asset or investment unless such communication is expressly permissible under existing laws and regulations;
- ⇒ Not contain any software viruses, worms or other programs that may interfere with the functionality of the ZPAYS' Website or App or with any user of the ZPAYS' Website or App;

- ⇒ Not infringe any intellectual property or other proprietary rights of any party;
- ⇒ Not contain any information that you do not have the right to upload under any law or under contractual or fiduciary relationships;
- ⇒ Not pose or create a privacy or security risk to any person;
- ⇒ Not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- ⇒ Further or promote any criminal activity or enterprise or provide instructional information about illegal activities; and/or
- ⇒ Contain material that, in the sole judgment of ZPAYS, is objectionable or restricts or inhibits any other person from using or enjoying the ZPAYS' Website or App and/or which may expose ZPAYS or its users to any harm or liability of any type.

ZPAYS reserves the right to investigate and take appropriate legal action against anyone who, in ZPAYS' sole discretion, violates the terms of this Agreement regarding User Submitted Content, including without limitation, by removing the offending User Submitted Content from the ZPAYS' Website or App, suspending or terminating the account of such violators and reporting you to the law enforcement authorities without notice.

USE OF LINKS

The ZPAYS' Website or Apps may contain links to third party websites and/or services (each, a "Third Party Site"). These links are provided only as a convenience. The inclusion of any link is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by ZPAYS of any information contained in any Third Party Site. In no event shall ZPAYS be responsible for the information contained on any Third Party Site and/or your use of or inability to use such site. You should also be aware that the terms and conditions and privacy policy of each Third Party Site will be different from those applicable to your use of the ZPAYS' Website or App. You should contact the operator of the applicable Third Party Site for any information regarding that site's terms and conditions and/or privacy policy.

This user agreement is a contract between you and ZPAYS INC. ('ZPAYS') governing your use of your ZPAYS account and the ZPAYS services. It applies to U.S. ZPAYS accounts only. If you are an individual, you must be a resident of the United States or one of its territories and at least 18 years old, or the age of majority in your state of residence to open a U.S. ZPAYS account and use the ZPAYS services. If you are a business, the business must be organized in, operating in, or a resident of, the United States or one of its territories to open a U.S. ZPAYS account and use the ZPAYS services.

ACCEPTABLE USE OF THE ACCOUNT

Appropriate Uses

You may use ZPAYS products and services to accomplish the following activities:

- Request, manage, and send electronic funds and payments to individuals or businesses with a U.S.-based Bank Account.
- Send and Receive Money, including by novel and electronic means such as Zelle or PayPal.
- Manage operational and strategic cash reserves to allow liquidity for a full continuum of operations.
- Get digital insights, receipts, and statements of your transactions, balance, and account with ZPAYS products and services.

Inappropriate Uses

On the contrary, the following activities may constitute an inadequate use of the platform:

- Violate any law, statute, ordinance or regulation.
- Relate to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes, (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) the promotion of hate, violence, racial or other forms of intolerance that is discriminatory or the financial exploitation of a crime, (g) items that are considered obscene, (h) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (i) certain sexually oriented materials or services, (j) ammunition, firearms, or certain firearm parts or accessories, or (k) certain weapons or knives regulated under applicable law.
- Involve embezzlement schemes such as Ponzi, Matrix, and some sort of Multi-level Marketing based products and services that go to the detriment of public trust.
- Involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent.

OPENING YOUR ACCOUNT

We offer two types of ZPAYS accounts: ZPAYS personal accounts (or “personal accounts”) and ZPAYS business accounts (or “business accounts”), both covered by this user agreement.

All ZPAYS accounts let you do things like:

- Send and receive money.
- Foreign Currency Exchange in available local currencies

- Send electronic payments through NBF's systems such as PayPal or Zelle.

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

TYPES OF ACCOUNTS

Personal accounts

If you primarily need to make purchases and send personal transactions to family and friends, a personal account is probably right for you. With a personal account, you can do things like:

- Send personal transactions to and receive personal transactions from friends and family.
- Buy goods and services.
- Receive incoming ACH or wire transfers.
- Send and receive money through Zelle or other electronic payment platforms.

You can also use a personal account to receive money for the sale of goods and services and transfer that money to a linked Balance Account or transfer it to a linked bank account, but if you plan to use your personal account primarily to sell things, you should open a business account. You can also convert your personal account to a business account should circumstances change.

Business accounts

We recommend business accounts for people and organizations that primarily use ZPAYS for payroll purposes, daily business operations, cross-border businesses, collect payments of products or services provided by the organization. With a business account, you can do things like:

- Use a company or business name as the name on your business account.
- Allow employees access to some of the features of your business account.
- Sign up for ZPAYS products that meet your business needs.
- Send and Receive Money

Business accounts may be subject to fees that differ from the fees applicable to personal accounts. Business accounts are not eligible to receive “personal transactions”, although they may send personal transactions to friends and family with an eligible ZPAYS account.

By opening up a business account or converting a personal account to a business account, you certify to us that you are using it primarily for a business or commercial purpose, that you are incorporated or organized within the U.S. geographical situation, and you. You also consent to ZPAYS obtaining your personal and/or business credit report from a credit reporting agency at account opening and whenever we reasonably believe there may be an increased level of risk associated with your business account.

ACCOUNT STATEMENTS

You have the right to receive an account statement showing your ZPAYS account activity. You may view your ZPAYS account statement by logging into your ZPAYS account, via phone, through our dedicated support channel via WhatsApp, or via regular mail. If you have a Balance Account linked to your personal account, you will receive two statements: one showing all transactions in your personal account and an additional statement showing only transactions involving your Balance Account.

CLOSING YOUR ACCOUNT

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

If you have a business account, you must withdraw or transfer any balance from your business account before closing it, and if you have not provided the required identifying information to us, or if we are unable to verify the required identifying information you provide, you must transfer any balance in your business account to a linked bank account.

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

- To evade an investigation.
- If you have a pending transaction or an open dispute, or claim.

- If your ZPAYS account has a negative balance.
- If your ZPAYS account is subject to a hold, limitation, or reserve.

In any case, you may submit a closing request via phone call to the following number (833) 566-8597 or via email to info@ZPAYS.io.

PROHIBIT ACTIVITIES

Certain activities or behaviors are refrained or might be conducted in a limited or restricted basis from the ZPAYS services, including telephone, electronic messages, website, mobile app, or affiliates, such:

- Red Light Business
- Cash Intensive Business
- Commodity Traders (Ores, Precious Metals, Energy, etc.)
- Cannabis and drug-related business.
- Offshore accounts.
- Shell Companies.
- Shell Banks.
- Unlicensed Charities
- Business or Person located in countries often associated with high-risk activities.
- Other NBF1 or MSB institutions.

In addition, we may close your account if you engage in one or more of these activities:

- Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the ZPAYS services) operated by us or on our behalf or the ZPAYS services;
- Facilitate any viruses, ransomware, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or ZPAYS services;
- Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers;
- Interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the ZPAYS services) operated by us or on our behalf, any of the ZPAYS services or other users' use of any of the ZPAYS services;
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers;
- Circumvent any ZPAYS policy or determinations about your ZPAYS account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional ZPAYS account(s) when an account has a negative balance or has been restricted, suspended or otherwise limited; opening new or additional ZPAYS accounts using information that is not your own (e.g., name, address, email address, etc.); or using someone else's ZPAYS account;
- Harass and/or threaten our employees, agents, or other users; or
- Abuse our online dispute resolution process.

THIRD PARTY CONTENT

Certain portions of the ZPAYS' Website or App may contain unedited or third-party content, including, without limitation, User Submitted Content. All User Submitted Content and all other postings, messages, text, images, links to third-party websites or other materials published on or otherwise made available by parties other than ZPAYS (such content, the "Third Party Content") are the sole responsibility of the person(s) who originated such Third Party Content and ZPAYS may not monitor and does not control such Third Party Content, although ZPAYS reserves the right at all times (but will not have an obligation) to remove any Third Party Content. By using this Third Party Content, you agree to not rely on the Third Party Content and understand that you may be exposed to Third Party Content that is, without limitation, inaccurate, inappropriate, misleading, unlawful, offensive or otherwise objectionable, and that ZPAYS makes no representations or warranties regarding the Third Party Content and is not responsible or liable in any manner for the Third Party Content or the conduct, whether online or offline, of any user. Your use of such Third Party Content may be subject to the terms of service or user agreement of such Third Party Content provider

CLAIMS OF COPYRIGHT INFRINGEMENT

Copyright Complaints: ZPAYS respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify ZPAYS in accordance with the procedure set forth below.

ZPAYS will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be sent to:

**Compliance Officer,
ZPAYS Inc.**

2700 GLADES CIR
STE 115
WESTON, FL 33327

To be effective, the notification must be in writing and contain the following information:

- (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (2) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- (3) a description of where the material that you claim is infringing is located on the ZPAYS' Website or App, with enough detail that we may find it on the ZPAYS' Website or App;
- (4) your address, telephone number, and email address;
- (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- (6) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

FINANCIAL ASSETS

None of the information contained in the publicly accessible portions of the ZPAYS' Website or App constitutes a recommendation, solicitation or offer by ZPAYS or its affiliates to buy or sell any securities, futures, options, digital currency or other financial instruments or other assets or provide any investment advice or service. The information contained in the ZPAYS' Website or

App has been prepared without reference to any particular user's investment requirements or financial situation. The information and services provided on the ZPAYS' Website or App are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory or self-regulatory organization or clearing organization or where ZPAYS is not authorized to provide such information or services. Some products and services described in the ZPAYS' Website or Apps may not be available in all jurisdictions or to all clients.

INDEMNITY AND RELEASE

You agree to release, indemnify and hold ZPAYS harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the ZPAYS' Website or Apps. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

CHOICE OF LAW; ARBITRATION

The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to conflicts of laws provisions. Unless otherwise agreed in writing by you and us, any dispute arising out of or relating to the Agreement, or the breach hereof, shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, or such arbitration body as required by law, rule or regulation, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration will be conducted in the English language before a single arbitrator in the City of Miami, Florida. Such arbitration must be commenced within one (1) year after the claim or cause of action arises. If, for any reason, any provision of this Agreement, or a portion thereof, shall be unenforceable, that provision shall be enforced to the maximum extent permissible so as

to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between us and you with respect to this site and it supersedes all prior or contemporaneous communications, agreements and understandings between ZPAYS and you with respect to the subject matter hereof. A printed version of this Agreement shall be admissible in judicial or administrative proceedings.