

## **Bremittance Platform Terms of Service**

**Effective November 24, 2024**

These Terms of Service are applicable to you if you are using [www.bremittance.com](http://www.bremittance.com) (“the Website”) or our mobile and/or online platform that uses Bremittance Technology Services to facilitate your remittance needs under the Terms of Service. By using these Services, you agree to Bremittance’s Terms of Service and Privacy Policy (collectively, the “Terms of Service”), all applicable law, and agree that you are responsible for compliance with any applicable local laws. We may update these Terms of Service from time to time and it is your responsibility to check for updates.

If you do not agree to these Terms of Service, you must immediately stop using our services.

### **1. Introduction to “Bremittance”**

Bianca Marca Ltd trading as Bremittance (collectively “Bremittance,” “we,” “us,” or “our”) is a software (BaaS) layer between Remittance Banks on one end connected to our mobile and online platform (“Platform”), and the Authorised and Regulated Money Service Businesses (“MSB’s”) using our Platform Services on the other end (“the Technology Services”). We provide MSB’s remittance Technology Services through Bremittance’s partners who provide the payment service (collectively “Remittance Banks”).

Check out our Website or feel free to email us at [office@bremittance.com](mailto:office@bremittance.com) to learn more about Bremittance.

### **2. Your customer relationship to Bremittance**

By using our Technology Services, you became a customer of Bremittance. You agree to these Terms of Service when you use the Services. You understand that all transaction-related services are provided directly by the Remittance Banks, except as it relates to specific Technology Services provided to you by Bremittance. Similarly, Bremittance is responsible for providing the Technology Services to you pursuant to your agreements with Bremittance. Bremittance’s Technology Services allow you to easily communicate with Remittance Banks and other financial institutions through its mobile and online platform. By using our Service, you grant us the right, power, and authority to act on your behalf to access and transmit your personal and financial information.

### **3. Your representations and promises or affirmations to us.**

By using our Technology Services you acknowledged and agree that:

#### **a. Restriction on acceptance and use of our services.**

You have the right, authority, and capacity to enter into these Terms of Service. If you are accepting these Terms of Service on behalf of any legal entity, including any company, organization, government, or governmental agency, you have been authorized to do so and to act on behalf of such legal entity:

#### **b. True and accurate information.**

The information and instructions you provide us are true, accurate, and complete, as you are solely responsible for such information and instructions. Additionally, you will provide all information requested by us, such as your name, email address, phone number, date of birth, ID number or tax identification number, photo ID or your account and routing numbers for your bank account (“Bank Account”), and such other information as we may request from time to time. You agree to update us if the information changes (collectively, your “User Data”). We may use third parties to verify all or a portion of your information.

#### **c. Verification of your information.**

We may share your information with Remittance Banks, and other third parties to verify your identity and/or your account information to provide our Services to you as further detailed in our Privacy Policy. Sharing this information is necessary to provide transaction-related services.

#### **d. Password security.**

In the platform and mobile application or we provide you with login credentials (e.g. username, password or PIN) to access our Services, (i) you will keep this information secure and confidential; (ii) you will not share such information with third parties; and (iii) you understand that you are responsible for all activity any person conducts using your login credentials to access our services, regardless of whether or not you authorized the activity. We will never ask you for your login credentials by phone or email.

#### **e. Limits on access to services.**

We may limit or suspend your access to our Services or take other actions against you if the information you provide us is incorrect or you otherwise breach these Terms of Service as further detailed in these Terms of Service.

#### **f. Compliance with the law and your agreements.**

Your use of our Services does not violate any laws or regulations or any agreements with any third parties.

#### **g. Platform services are not endorsed.**

We do not provide any endorsements or guarantees for any individual or entity using Bremittance's services, nor any third party offers, goods or services featured on our Website. Information regarding third-party offers, goods, and services provided on our Website is for informational purposes only, and may not be true, accurate, or reliable.

### **4. Your Conduct.**

You understand and agree that you will not:

- a. Use our Services, without Bremittance's prior written consent, to transact with or operate services relating to (i) tobacco sales, (ii) marijuana or controlled substance supply, (iii) mail order or telephone order companies, (iv) adult entertainment, (v) illegal or fraudulent goods or services, including, but not limited to, illegal substances, counterfeit goods, stolen goods, illegal or controlled substances, and substances that pose a risk to consumer safety (including synthetics, "potpourri not for human consumption", and other similar items), illegal online gambling / wagering, pyramid schemes, counterfeit goods, unlicensed sale of firearms or weapons, (xvii) any type of money laundering or criminal activity;
- b. Provide false or inaccurate information to us, including an attempt to falsify your identity, such as by providing false account information or false documents;
- c. Defraud us, or other Bremittance users in any way;
- d. Engage in activity that indicates, that there may be a high level of risk associated with; or
- e. Otherwise breach the terms of these Terms of Service or the policies herein.

### **5. Our Services.**

Bremittance provides Technology Services to you and the mobile and web platforms give you the ability to send and receive funds from third parties. All fund transfer services are provided by Remittance Bank, as Bremittance does not receive, hold, or transmit funds. Our Technology Services allows you to send funds transfer instructions to Remittance Bank.

#### **a. Remittance services.**

We provide Technology Services to facilitate your requests for remittance services as detailed in such agreements. We are not responsible or liable if your request for such services is limited, delayed, or denied for risk, compliance, or other reasons.

#### **b. Transaction-only services.**

Bremittance provides you with Technology Services to process transactions to or from a third party. In certain circumstances relating to our transaction services, your funds may be held by Remittance Bank for your benefit. To provide services under this section, we may collect personally identifiable information, your Bank Account routing numbers, or other User Data information as we may request from time to time as further detailed in these Terms of Service and our Privacy Policy. Transactions processed via Automated Clearing House (“ACH”) will be processed in accordance with such timeframes except as otherwise noted in these Terms of Service. Such transaction services may be limited, delayed, or denied for risk and compliance reasons that we may not be able to disclose to you. You understand that the transactions may be limited, delayed, or denied and expressly disclaim any claims relating to such actions. We are not responsible for reviewing the accuracy of the transactions (amount, date, or the sender or receiver of funds). Additionally, we are not responsible if the receiver of funds rejects your transaction.

### **c. Other Services.**

We may from time to time offer additional services or remove services without prior notice to you. You agree to be bound by the terms and conditions of such services as they may be offered to you.

### **6. Fees.**

Fees for services offered are detailed in the specific agreements. Transactions completed on our mobile or web application may include a transaction fee as detailed when you make a transaction request.

### **7. Protecting you and resolving disputes.**

Bremittance is always looking for ways to protect you from abusive business practices, security-related issues, and other issues you may encounter with the Remittance Technology. If you have a complaint against how we provide services to you or are using your User Data, just let us know by emailing us at [office@bremittance.com](mailto:office@bremittance.com) per below. We cannot warranty or guarantee anything under this section, but if we are able to help, we will work with you to resolve your complaint so long as such assistance is commercially reasonable and does not violate any agreements with third parties, regulations, or laws. Disputes relating to your account shall be governed by your specific account agreements. Below is more information on how we can try to help you with other Disputes (as defined below).

#### **a. Dispute resolution.**

You understand and agree that we are not responsible for the goods or services that you pay for using our Technology Services, including but not limited to those offered by our platform and other third parties. Each Money Service Business that you purchase remittance services from is responsible for providing the goods and services that you purchase and for providing all customer service related to those goods and services. We recommend that you review MSB’s policies before completing your purchase. You are responsible for resolving any disputes that you may have with a Money Service Business. If you have exhausted all options for resolving a complaint about abusive business practices, security-related issues, you may choose to file a dispute claim with Bremittance (“Dispute”) by following the steps in this “Disputes” Section.

#### **b. Release of Bremittance.**

By filing a Dispute, you understand and agree that:

You are asking us to assist in resolving the dispute in its sole discretion and that such assistance or Bremittance’s decision may not be satisfactory to you;

Bremittance’s assistance in resolving the dispute does not guarantee any particular outcome or any action on our part; and

You release Bremittance’s and our officers, directors, agents, employees, and suppliers from all claims, demands, and damages of any kind arising out of your dispute with an MSB and Bremittance’s review of your Dispute.

**c. How to file a Dispute.** To file a Dispute, follow these steps:

**i. Abusive business practices, security issues, or other non-transaction-related disputes.** If you have a complaint about a MSB relating to abusive business practices, or security issues, or the handling of your User Data, or related issues, email us at [office@bremittance.com](mailto:office@bremittance.com) with the following information:

1. The name of the mobile application, and MSB relating to such Dispute;
3. The details of your Dispute, including any steps already taken to resolve the issue, and copies of supporting documentation (e.g. email correspondence, related agreements, and promises or affirmations, etc.); and
4. How these issues have negatively affected you.

## **8. Your liability and actions against you.**

### **a. Your liability.**

You are responsible for all Reversal Dues, claims, fees, fines, penalties, and other liabilities incurred by Bremittance, other Bremittance users, an MSB, or third parties arising from your breach of these Terms of Service or your use of our services. You agree to reimburse Bremittance, other Bremittance users, MSBs, or third parties for any and all such liability.

### **b. Actions we may take.**

If we determine, in our sole discretion, that you may have breached these Terms of Service, that you or your account activity presents risk or security concerns, or if we are unable to verify your identity, we may take actions to protect Bremittance, MSB's, our users, or other third parties from Reversal Dues, claims, fines, penalties, and any other liability. These actions may include, but are not limited to, the following:

- i. Taking action as set out in the "Reversals" Section to recover amounts that you owe;
- ii. Contacting MSBs, or third parties who have purchased goods or services from you, contacting the financial institution associated with your Bank Account(s), and/or warning other Bremittance users, law enforcement, or other impacted third parties of your actions;
- iii. Refusing to provide our services to you in the future; and
- iv. Taking legal action against you.

**c. Notice of limit or suspension.** We will provide you with notice if we take any of the above actions.

## **9. We can terminate these Terms of Service at will.**

We reserve the right, at our sole discretion, to restrict, suspend, or terminate these Terms of Service and your access to all or any part of our services, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of our services at any time without prior notice or liability.

## **10. Terminating your agreement with Bremittance.**

If you wish to terminate your use of the Technology Services and the Terms of Service, email us at [office@bremittance.com](mailto:office@bremittance.com). However, if you terminate the Terms of Service with Bremittance, this will impair your ability to use our Technology Services. You accept sole responsibility and any liabilities resulting from an impairment of our Technology Services or termination of your agreement with us, to the fullest extent permitted by law.

## **11. Notice + electronic communication.**

To the fullest extent permitted by law, these Terms of Service, notices, and other communications (collectively, "communications") from Bremittance to you regarding these Terms of Service may be provided to you electronically via Bremittance, and you consent and agree to receive those communications in an electronic form. Electronic communications may be posted on the page you are on now and the pages within the Bremittance Website, or applications, to your email address(es) provided to us. You may download or print a paper copy of any electronic communication and retain it for your records. All communications in electronic format will be considered to be "in writing," and to have been received no later than twenty-four (24) hours after posting or dissemination, whether or not you have received or retrieved the communication. We reserve the right to provide communications in paper format. You agree to give us notice of any change of your postal or email address.

Your consent to receive communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive communications electronically, Bremittance may terminate your right to use the services under these Terms of Service and, as a result, your ability to use the Technology services, and you accept sole liability for resulting from an involuntary termination of the Technology Services, to the extent permitted by law.

You may give notice to Bremittance by emailing us at [office@bremittance.com](mailto:office@bremittance.com)

"Business Day" for the purpose of these Terms of Service means every day is a business day except Saturdays, Sundays, and national holidays.

## **12. Modifications.**

Bremittance may revise these terms of Service at any time without notice. By using the Technology Services, or Website, you are agreeing to be bound by the then current version of these Terms of Service and any amendments to the Terms of Service upon your continued use of our Services.

## **13. IMPORTANT LEGAL PROVISIONS**

### **a. NO WARRANTIES.**

THE SERVICES UNDER THE TERMS OF SERVICE, WEBSITE, AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

THE TECHNOLOGY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. USE OF THE TECHNOLOGY SERVICES IS AT YOUR OWN RISK. BREMITTANCE AND OUR AND RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BREMITTANCE HAS NO CONTROL OF, OR LIABILITY FOR, ANY PRODUCTS OR SERVICES OFFERED BY MSBs OR THAT ARE PAID FOR USING OUR SERVICES AND CANNOT ENSURE THAT ANY THIRD PARTY YOU TRANSACT WITH WILL COMPLETE THE TRANSACTION. BREMITTANCE DOES NOT REPRESENT OR WARRANT THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WE SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS OR SYSTEM FAILURES THAT MAY AFFECT THE PROCESSING, COMPLETION, OR SETTLEMENT OF OUR SERVICE TRANSACTIONS. THIS DISCLAIMER OF WARRANTY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION

WE MAKE NO REPRESENTATIONS OR WARRANTIES RELATING TO YOUR FUNDS OR ACCOUNT BALANCES SUCH REPRESENTATIONS AND WARRANTIES MAY BE FOUND IN THE SPECIFIC ACCOUNT AGREEMENT OR AGREEMENT WITH YOUR MSB. UNLESS NOTIFIED

OTHERWISE BY SUCH AGREEMENTS, YOUR ACCOUNT BALANCES MAY LOSE VALUE IN THE EVENT BANK OR MSB ENTERS A RECEIVERSHIP.

**b. Force majeure.**

You understand and agree we will not be held responsible for any losses or damages resulting from suspension of service due to extraordinary events or circumstances beyond our control. In such an event, we may suspend the services to you.

**c. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE OUR SERVICES OR WEBSITE OR PHONE APPLICATIONS OR CONTENT THEREIN WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHERE THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IS NOT PERMITTED, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. OUR LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**d. Indemnification.**

You agree to defend, indemnify and hold us harmless and our respective officers, directors, employees, agents, and suppliers (collectively "Disclaiming Entities") from and against any third party claim, suit, demand, loss, liability, damage, action, proceeding or suits and related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) arising out of or relating to (i) your breach of any provision of these Terms of Service; (ii) your actions and omissions in connection with your accounts or our Services; (iii) our actions and omissions, provided that they are taken/omitted in accordance with this Terms of Service or your instructions; or (iv) your violation of any laws and regulations; or (v) your negligent or reckless act or omission or willful misconduct of your employees, contractors, or agents. This provision shall survive the termination of these Terms of Service.

**18. Other legal terms.**

The Terms of Service are governed by the laws of the State of Israel. You agree to submit to the exclusive personal jurisdiction of the Tel Aviv courts. If any provision of these Terms of Service is found to be invalid by a competent court, the invalidity of such provisions shall not affect the validity of the remaining provisions. Likewise, if we choose to terminate any provision in accordance with the termination provision, that termination shall not affect the termination of other provisions.

If we fail to act on or enforce, any provision in the Terms of Service, this shall not be construed as a waiver of that, or any other, provision. We will only grant waivers to specific provisions, for specific instances, in writing.

The Terms of Service constitute the entire agreement between you and us with respect to this Website and supersedes all previous or contemporaneous agreements.

The section headings are merely provided for convenience and shall not be given any legal import. You may not assign your rights and obligations under these Terms of Service. The Terms of Service will inure to the benefit of our successors, assignees, licensees, and sublicensees.

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