

MOBILE APPLICATION END-USER LICENSE AGREEMENT AND TERMS OF SERVICE

Please read this Mobile Application End-User License Agreement and Terms of Service (this “EULA”) carefully before downloading or using the DexterPay mobile application (“Mobile App”). This EULA governs your use of the Mobile App that will allow you to access the DexterPay service (the “Service”) directly from your mobile device. Your use of the Mobile App indicates your consent to this EULA.

1. **License.** DexterPay grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Mobile App for your personal and internal business purposes strictly in accordance with this EULA.
2. **Your Account.** Your use of the Mobile App requires that you have an account with DexterPay and agree to the terms of this Agreement. Your use of the Mobile App is solely at your own risk. You consent to the collection, use, sharing and transfer of your personally identifiable information, including the transfer and processing of your information as outlined by the DexterPay Privacy Policy. You acknowledge that third party terms and fees may apply to the use and operation of the Mobile App, such as carriers, terms of service and fees for phone service, data access or messaging capabilities, and that you are solely responsible for payment of all such fees.
3. **Fees/Charges.** DexterPay bundles all transactions from 12:00 am to 11:59 pm based on the location’s time zone. The following information refers to all transactions per unique payment method that occur within that 24-hour period: (a) banks will place a pre-authorization hold on your card, and any unused funds will be released as soon as possible, but may take up to 5-7 business days; (b) the minimum credit card charge is \$1.00 so if you use less than that amount, your card will still be charged \$1.00; and (c) certain locations may charge a nominal convenience fee for use of the App. In addition, if you charge more than your available credit an overdraft charge of 4.99% of the overdraft amount, plus a \$5.00 fee, will be applied.
4. **Changes to this EULA.** DexterPay reserves the right to modify this EULA. DexterPay will post the most current version of this EULA at <https://www.dexterpay.com>. If DexterPay makes material changes to this EULA, we will notify you via the Mobile App. Your continued use of the Mobile App after DexterPay publishes notice of changes to this EULA indicates your consent to the updated terms.
5. **No Included Maintenance and Support.** DexterPay may deploy changes, updates or enhancements to the Mobile App at any time. DexterPay may provide maintenance and support for the Mobile App, but has no obligation whatsoever to furnish such services to you and may terminate such services at any time without notice.
6. **Acceptable Use.** You agree that you will not use or encourage others to use the Mobile App in a way that could harm or impair others’ use of the Mobile App, or in any unlawful manner or for an unlawful purpose. You also agree that the Mobile App is not intended or recommended for use by people under the age of 18.

7. Privacy. In order to operate and provide the Service and the Mobile App, DexterPay may collect certain information about you. DexterPay uses and protects that information in accordance with the DexterPay Privacy Policy (a current version of which can be found at <https://www.dexterpay.com>).

8. Consent to Electronic Communications and Solicitation. By downloading the Mobile App, and/or opting-in through notification settings, you authorize DexterPay to send you (including via email and push notifications) information regarding the Service and the Mobile App, such as: (a) notices about your use of the Service and the Mobile App, including notices of violations of use; (b) updates to the Service and Mobile App and new features of products; and (c) promotional information and materials regarding DexterPay's products and services. You can review your account settings to adjust your messaging preferences or unsubscribe to some messaging by following instructions provided by DexterPay.

9. No Warranty. YOUR USE OF THE MOBILE APP IS AT YOUR SOLE RISK. THE MOBILE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DEXTERPAY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9.1. iOS Application. In the event of DexterPay's failure to conform to any applicable warranty, you may notify DexterPay, and DexterPay will refund the purchase price for the Mobile App. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO (A) THE MOBILE APP AND (B) ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COST, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY.

9.2. Android Application. DEXTERPAY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. Suspension and Termination of the Mobile App. DexterPay reserves the right to suspend or terminate your access to the Mobile App at any time and for any reason, including based on the status of your account under the Service. You understand that if your account is suspended or terminated, you may no longer have access to the content that is stored within the Service.

11. Intellectual Property Rights. In the event of a third party claim that the Mobile App, or your possession and use of the Mobile App, infringes third party's intellectual property rights, DexterPay will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

12. Legal Compliance. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

13. Governing Law. This EULA shall be governed by and construed in accordance with the laws of Iowa.

14. Contact Information. Any questions or disputes regarding this EULA or the Mobile App should be directed to info@dexterpay.com.