

e-Bless App

Additional e-Bless Terms of Service

These Additional e-Bless App Terms of Service (the "e-Bless Terms") govern your use of the e-Bless App, a payment service and financial platform (the "Service") offered by Prothymos Innovations, LLC also Doing Business As (DBA) Prothymos Fintech, LLC. ("Prothymos," "we," "our," or "us"). By using the Service you agree to be bound by these e-Bless Terms, the e-Sign Consent, and the General Terms of Service ("General Terms") and all other terms and policies applicable to each Service as set forth below (e.g. the Payment Terms If you are an *e-Bless Payment* for Business Seller (defined below)). If you are using the Service on behalf of a business or entity, you acknowledge and agree that you have authority to bind such business or entity and that such business or entity accepts these terms. If you use the Service to transact in Bitcoin, you agree to the Additional Virtual Currency Terms of Service (collectively with the E-Sign Consent, General Terms, e-bless Terms and Payment Terms, the "Service Terms").

Using our Services

You must follow any policies made available to you within the Services. Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

I. Eligibility

You must be a resident of the United States, at least 18 years and the age of majority in your State of residence, and you must register for an account (your "Account") to use the Service. Certain features of the Service are only available for use in the United States.

II. e-Bless App Account and Communication

1. e-Bless App Account

You represent and warrant that you own the email or mobile phone number you register with and all information entered or collected in the course of creating your Account and any information you subsequently add or update from your settings ("Account

Information”) is true and accurate. All Account Information is subject to Prothymos’ Copyright and Trademark Policy.

To register, open and use an Account, Prothymos may require that you submit certain Account Information, including but not limited to your name, email address, text-enabled mobile phone number, street address, zip code, date of birth, social security number, and a government issued form of identification to Prothymos.

The first time you access your Account using a new device we may require you to authenticate your Account with additional information. If your Account cannot be verified you may be required to set up a new Account.

You hereby authorize Prothymos Innovations or Prothymos Fintech, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and Account Information and, for e-Bless Payments for Business Accounts, your company or employer. This may include asking you for further information and/or documentation about your Account usage or identity, requiring you to take steps to confirm ownership of your email address, mobile phone number or financial instruments, or verifying your information against third party databases or through other sources.

In connection with your use of the Service, you may not refuse to (a) cooperate in an investigation concerning activity that potentially violates the law and/or the Service Terms, (b) provide confirmation of your identity, or (c) provide confirmation of any information you provide us.

2. Receipts and Account Statements

You have the right to receive a receipt for some of your e-Bless transactions. Such transaction receipts can be found in the my gifts section of e-Bless and by logging into your Account on the e-Bless App.

You have the right to receive an Account statement. You may view your Account statement by logging into your Account on the My Gifts section of the e-Bless App.

3. Error Resolution

In case of errors or questions about your account call us at 1(800)325-4730 or write us at Prothymos Fintech, LLC., 1217 McAdoo Ave., Gwynn Oak, Md 21207 as soon as you can if you think an error has occurred in your Account. We must allow you to report an error until 60 days after the date you electronically access your Account, if the error could be viewed in your electronic history. In order for us to assess the situation, you will need to tell us:

Your name and Account number; Why you believe there is an error, and the dollar amount involved; and Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, and your Account is registered with us, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within 10 business days, we may not credit your Account.

For errors involving new Accounts, as well as point-of-sale transaction, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is an error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at 1(800) 325-4730.

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

4. Your Liability for Unauthorized Transactions

Please let us know if you believe there is an Unauthorized Transaction on your Account. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account.

We will protect you from Unauthorized Transactions in your Account. When this protection applies, we will cover you for the full amount of the Unauthorized Transaction, so long as we were able to complete the Error Resolution procedures described above.

An "Unauthorized Transaction" occurs when money is sent from your Account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your Account, and sends a payment from your Account, an Unauthorized Transaction has occurred. However, the following are NOT considered Unauthorized Transactions:

If you give someone access to your Account (e.g. by giving them your login information) and they use your Account without your knowledge or permission, unless you have notified us that transfers by that person are no longer authorized; If you, or someone

else with whom you are acting in concert, act with fraudulent intent; or You reverse engineer or chargeback a transaction made with your e-Bless account.

5. Our Liability

If we do not complete a transaction to or from your Account on time or in the correct amount according to these e-Bless Terms, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

If, through no fault of ours, you have insufficient funds in your Account to complete the transaction; If the e-Bless App was not working properly and you knew about the breakdown when you started the transaction; If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

6. Funding Sources Used for Payments Made Through the Service

You may link an external, U.S.-issued bank account (an "Eligible Bank Account") to your e-Bless App to fund payments made through the Service. Prothymos reserves the right to limit which banks or what types of accounts constitute an Eligible Bank Account. If you choose to link your Eligible Bank Account to e-Bless by providing the username and password you use to access your bank information online ("Credentials"), you acknowledge you are providing your Credentials to [REDACTED] and agree to the terms of service found at [https://\[REDACTED\]](https://[REDACTED]).

7. e-less Passcode

You may select a unique email account, telephone number, and alpha numeric passcode to identify yourself on the Service. Your Unique Email must accurately and truthfully represent your business or personal identity. You may not select an Email Account that misleads or deceives others as to your identity or creates an undue risk of chargebacks or mistaken payments. We may require you to change your Email or details of your Account Information in our sole discretion, and we may reclaim or make unavailable Emails without liability to you.

8. Sharing of Your Information

We will share Account Information and transaction information, including your name, the amount, and a description, with the other party to your transaction and in accordance with our Privacy Policy.

9. Text Messages

By providing us with a mobile number, you consent to receiving text (SMS) messages

from us. If you provide us with the mobile number of any other person or entity when initiating or requesting a payment through the Service, you represent and warrant to us that the person or entity has consented to receive text messages from us related to that payment. Standard text messaging rates may apply based on your plan with your mobile carrier.

10. e-Bless Fees

The fee for using e-Bless App are 2.99% plus \$1 per transaction. We reserve the right to charge for and/or change the fees associated with the use of the e-Bless service at any time subject to these Terms.

III. e-Bless Balance

1. General

a. **Functionality.** Your balance consists of the funds you have in your Account that are available for new transactions and are not subject to pending transactions (your “e-Bless Balance”). You are solely responsible for all funds necessary to complete any payments initiated through the Service. You agree to reimburse Prothymos for any fees, costs, or expenses it incurs as a result of insufficient or unavailable funds in connection with any payment you initiate through the Service.

b. **Authorization.** By instructing us through the e-Bless App to add funds from an Eligible Bank Account or Demand Deposit Account (both defined below) or debit card to your e-Bless Balance or make any other transfer you authorize us to debit such Eligible Bank Account or debit card for the amount instructed, either in a single or recurring transaction, as applicable.

c. **Limitations.** Prothymos may impose limits on the amount you can keep in your e-Bless Balance and reserves the right to change these limits at any time.

2. Funding Your e-Bless Balance

a. **Eligible Bank Account.** You may use funds from your Eligible Bank Account to fund your e-Bless Balance.

b. **Debit Card.** You may link a debit card to fund your e-Bless Balance. To do so, you must have a valid debit card issued by a U.S. bank or financial institution bearing the Visa Inc. (“Visa”), MasterCard International Inc. (“MasterCard”), or DFS Services, LLC (“Discover”) logo. Any such debit card, collectively with an Eligible Bank Account and your e-Bless Balance, is referred to herein as an “Eligible Transaction Account”.

c. **P2P Payments Received Through e-Bless.** You can keep funds received from P2P

Payments (defined below) made to you through the e-Bless App in your e-Bless My Gifts page.

3. Transferring Funds to Your Bank Account

a. Transfers to Your Bank Account. You may electronically transfer funds from your e-Bless Balance to an Eligible Bank Account. By selecting an Eligible Bank Account as your deposit source you are requesting that we settle an electronic transfer to your bank account. Prothymos will settle these electronic transfers (via the Automated Clearing House (“ACH”) of NACHA - The Electronic Payment Association (“NACHA”)) to your Eligible Bank Account in the amount you instruct, and you will not be able to cancel the ACH transfer. Such transfer to your Eligible Bank Account via ACH will typically arrive within three (3) business days.

b. Instant Deposit. If such feature is available to you, you may transfer funds from your e-Bless My Gifts Balance to your Eligible Bank Account instantly via the e-Bless App’s instant deposit feature, which is subject to the fees detailed in the Instant Deposit experience.

c. Limitations. Prothymos may limit how many transfers you can initiate from your e-Bless App to your Eligible Bank Account and the amount of funds you can transfer in a single transaction. We reserve the right to delay or further limit such transfers while we screen for risk, or we may request you provide additional information to verify your identity. You may not transfer funds from your e-Bless Balance to your Eligible Bank Account to evade a payment investigation. If you attempt to transfer your e-Bless Balance while we are conducting an investigation, we may hold your funds at our discretion to protect Prothymos or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. We also may defer or redirect payout or restrict access to your funds as necessary to comply with applicable law, subpoena or court order, or if requested by any governmental entity. You will remain liable for all obligations related to your Account even after the Account is closed.

4. Treatment of Funds

If you do hold funds in your e-Bless Balance, Prothymos will hold such funds separate from its corporate funds, will not use your funds for any corporate purposes, nor will Prothymos voluntarily make your funds available to its creditors in the event of bankruptcy. Prothymos will combine your funds with the funds of other users and place those pooled accounts in one or more bank accounts in Prothymos’ name.

5. Interest

You agree that you will not receive interest on or other monies derived from the funds that Prothymos handles and places in pooled accounts. It is likely that Prothymos will

receive interest on funds held for its users. In consideration for your use of the Service, and with full knowledge and understanding that Prothymos will receive this interest, you irrevocably transfer and assign to Prothymos all right that you may have in any interest that may accrue on funds held in pooled accounts.

IV. Peer to Peer Service

1. Description Of Service

The peer-to-peer Service (“Peer-to-Peer Service”) allows you to send funds or receive funds for peer-to-peer personal, non-commercial purposes.

2. Sending Funds

Once you have opened an Account and either have funds available in an Eligible Transaction Account or linked a credit card issued by a U.S.-based bank or financial institution bearing the trademark of Visa, MasterCard, Discover, or American Express Travel Related Payment Services Company, Inc. (“American Express”) (an “Eligible Credit Account), you will be able to send funds using the Peer-to-Peer Service.

As a party initiating a transfer (“Sender”), you will send funds to your selected recipient (“Recipient”) by designating the Recipient and the transfer amount to us (a “Payment Instruction”). Your Payment Instruction authorizes us to move funds from your Eligible Transaction Account or Eligible Credit Account to your designated Recipient (a “P2P Payment”). By submitting a Payment Instruction, you are also authorizing us to move funds to your applicable Eligible Transaction or applicable Eligible Credit Account for P2P Payments that are canceled or otherwise returned.

You understand and agree that when you initiate a P2P Payment Instruction using the Service, the processing of the Payment Instruction will begin, and funds will leave your Eligible Transaction Account, as early as the moment of the initiation of such Payment Instruction. However, we will only begin to process the requested transfer of funds to the Recipient once the Recipient has provided all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Recipient has provided all required information or fourteen (14) days.

You agree that we shall incur no liability if we are unable to complete any transaction because of: (i) insufficient funds in your Eligible Transaction Account or Eligible Credit Account; (ii) malfunction of the Peer-to-Peer Service due to circumstances beyond our control or due to circumstances that you were already aware of at the time you initiated your Payment Instruction; (iii) inaccurate or insufficient Payment Instructions; or (iv) failure of the Recipient to claim the P2P Payment.

3. Receiving Funds

Any P2P Payment you receive via the Peer-to-Peer Service will be stored in your e-Bless Balance.

4. Peer-to-Peer Service Payment Amount Limits

Additional identification information will be required to send more than two hundred and fifty dollars (\$250) in any one transaction or in multiple transactions over any seven (7) day period or to receive more than one thousand dollars (\$1,000) in any thirty (30) day period. Senders may not send more than seven thousand five hundred dollars (\$7,500) in any one transaction or in multiple transactions over any seven (7) day period, subject to some restrictions. We may adjust these limits at any time in our discretion. Current limits are posted on our Support Center.

5. Peer-to-Peer Service Fees

The fee for sending funds using an Eligible Credit Account through Peer-to-Peer Service will be displayed at the time of the transaction. We reserve the right to charge for and/or change the fees associated with use of the Peer-to-Peer Service at any time subject to these e-Bless Terms.

6. Payment Cancellation, Stop Payment Requests and Refused Payments

Our ability to stop a P2P Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on how the Payment Instruction was initiated, and whether the Payment Instruction has begun processing. P2P Payments not claimed by a Recipient for fifteen (15) days after the processing has begun may be canceled automatically, unless the payment is scheduled for an extended date. We will attempt to return any unclaimed, refused, refunded, prohibited, or denied P2P Payment to your Eligible Transaction Account or Eligible Credit Account, as applicable. If we are not able to do so, we may use other reasonable means to return the P2P Payment to you, as permitted by applicable law.

7. Invalid P2P Payments

If you receive a P2P Payment and we later determine in our sole discretion that the P2P Payment was invalid for any reason, you hereby authorize us to move funds from the applicable Eligible Transaction Account or Eligible Credit Account in an amount equal to the P2P Payment.

You acknowledge and agree that we will not be liable in any way for any P2P Payments that you may receive, regardless of whether you authorized the Sender to send them to you.

8. Risk of Fraudulent Transactions

The Peer-to-Peer Service is a money transmission service. As a result, fraudulent transactions may result in the loss of funds with no recourse.

V. Cash for Business

1. Transaction Processing for Cash for Business Sellers

By classifying yourself as a business at onboarding you are signing up for a “e-Bless for Business” account as a “e-Bless for Business Seller” and you are creating a Prothymos Fintech Account (as that term is defined in the General Terms) with us and you accept and agree to the Payment Terms. We may use certain information from your Account Information to create your Prothymos Fintech Account and display such information to your customers, such as on receipts. Once you have created an Account you will be able to accept debit and credit card payments for the sale of goods and services. We will, acting on your behalf, facilitate the processing of such debit and credit card transactions. We will charge you a fee for doing so. Payments from your customers, less our fee, will be deposited to your e-Bless Balance. You acknowledge and agree that you may not have all features and functionality of a standard Prothymos Fintech Account. To protect the integrity of the system and reduce risk that a transaction may be reversed or charged back to your Prothymos Fintech Account (a “Chargeback”), in some cases where we reasonably believe a Chargeback is likely, you also direct and authorize us, as your agent, to void the transaction, rather than hold funds as described in the Payment Terms.

2. Purchases from e-Bless Payments for Business Sellers

As an e-Bless customer, you may use your Eligible Transaction Account or an Eligible Credit Account to purchase goods and services from e-Bless payment for Business Sellers or to make donations to charities or political campaigns who use e-Bless payments for Businesses. Typically e-Bless Payments for Business Sellers will be identified to you as a Charitable Donation in the e-Bless App. By initiating a payment transaction to an e-Bless for Business Seller, you authorize the payment for Business Seller to charge your applicable Eligible Transaction Account or Eligible Credit Account to complete the purchase or donation and you consent to sharing information from your Account with the e-Bless (Payment) for Business Seller. In the event you are entitled to a reversal, refund, chargeback, or other adjustment associated with any purchase you made through your e-Bless payment for Business, you also authorize a credit to the applicable Eligible Transaction Account or Eligible Credit Account to accomplish that transaction.

VI. OTHER LEGAL TERMS

1. Recovery of Funds

You authorize Prothymos to recover funds from you in accordance with these Service Terms and any other agreement you have with us, including if you owe amounts to us or for reason of fraud or illegal activity.

You authorize Prothymos to debit, charge, setoff against and otherwise recover funds from your Account, any Eligible Transaction Account or Eligible Credit Account, any connected Prothymos Fintech Account, any Balance (as defined in the Payment Terms) or any Reserve (as defined in the Payment Terms) if applicable, and any payment instrument, linked bank, depository and other account registered in your Account. Your authorization will remain in full force and effect until the later of closure or termination of your Account, or the disbursement of all funds held on your behalf.

Further, in the event that any attempt to recover funds from you should fail, your authorizations hereunder include your grant to Prothymos Fintech of new, original authorizations to recover all or less than all of the amount you owe us and/or belong to us. You authorize Prothymos to take the above steps without prior notice to you and irrespective of (i) whether we have made demand under these e-Bless Terms, the Payment Terms, the General Terms or any other agreement you have with us; and (ii) whether the obligation is contingent, matured or unmatured. Your authorization hereunder includes all authorizations to take the above steps in complete compliance with the Network Rules and the NACHA Rules (as defined in the Payment Terms). You agree that your grant of the authorizations hereunder has the same legal effect as if you had signed a paper containing the same terms.

If Prothymos is unable to recover the funds by these means, Prothymos may attempt to contact you or may take other legal actions to collect the amounts due, to the extent allowed by applicable law.

2. Compliance with Governmental Authorities

Prothymos may freeze, withhold, or remit funds in your Account in response to a facially valid subpoena, court order, search warrant, or other binding order from a governmental authority, including but not limited to tax levies or wage garnishment orders.

3. Limitations on Use

Prothymos may limit the funding sources available for a specific transaction at any time in its sole discretion. You may not use unaffiliated prepaid cards or gift cards to fund transactions on the e-Bless App.

You agree that you are independently responsible for complying with all applicable laws

in all of your activities related to your use of the Service and for all communications you send through the Service.

You further agree that in connection with your use of the Service, or in the course of your interactions with Prothymos, a user or a third party, you will not (a) use your Account or the Service in a manner that Prothymos, Visa, MasterCard, American Express or Discover reasonably believe to be an abuse of the payment card system or a violation of payment card association rules, (b) provide yourself a cash advance from your Eligible Credit Account (or help others to do so), or (c) use the Service to make transactions for the sole purpose of earning rewards, perks, miles, points, etc. with your Eligible Credit Account.

We reserve the right to block, refuse, or reverse any transaction, in our sole discretion. We will notify the affected parties promptly if we decide to do so, but notification is not required if the transaction is prohibited by these terms or applicable law. Neither we nor third parties to whom we assign or delegate rights or responsibilities will be liable for any claims or damages resulting from prohibited transactions. All costs for research and resolution for any misapplied, mis-posted or misdirected prohibited transactions will be your sole responsibility and not ours.

4. Dispute Resolution

Each of your external funding sources may have different dispute resolution rights and procedures in the event your transaction turns out to be unsatisfactory (if, for example, you are disputing charges on your account). Your dispute resolution rights are determined by the funding source used to fund the applicable transaction. Please consult the terms and conditions of such funding source for more detail.

5. Changes to External Account Numbers

If your Eligible Credit Account or your debit card account number changes or the expiration date changes, we may acquire that information from our financial services partner and update your Account accordingly.

6. Our Relationship With You

We are an independent contractor for all purposes, except that we act as your limited agent with respect to the custody and transfer of your funds for the purposes set forth herein only.

7. Termination of Account

Prothymos may terminate, close, or suspend your Account or use the Service at any time for any reason. Any such termination does not relieve you of any of your obligations

to Prothymos under these Terms and any amounts owed to us as provided in these Terms, the General Terms, or any other agreement you have with us. We will not be responsible for any loss, damage, harm or consequences, including any delay or inconvenience you may suffer as a result of our exercise of our rights under this section.

8. Services Upon Closure of Account

Any pending transactions at the time of termination, closure, or suspension of your Account will be settled. Any funds that we are holding in custody for you at the time of termination, suspension, or closure of your Account, less any applicable fees, may be made available for you to cash out in Prothymos' discretion and subject to the other conditions in these Terms. If an investigation is pending at the time of closure, we may hold your funds until resolution of the investigation.

9. Unclaimed Property

If your Account is inactive for an extended period of time it may be deemed "unclaimed" or "abandoned" under your state's law. If this occurs, Prothymos will provide you with notice as required by applicable law. If funds still remain in your Account, Prothymos will escheat such funds as required by applicable law.

10. Referral Programs

From time to time, we may offer referral programs or incentives for inviting others to use the Service (a "Referral Program"). Any bonuses or incentives under such Referral Program shall be subject to the then current Referral Program terms, if applicable, and otherwise at our sole discretion.

11. Taxes.

As a Recipient or e-Bless Payments for Business Seller, you may be asked to provide certain information used to assist Prothymos in complying with its obligations under the United States Internal Revenue Code and the applicable Treasury Regulations, and/or state and local governments. By providing Prothymos with this information you are certifying that the information provided is true and accurately reflective of your use of the Service. When indicating that you are a e-Bless Payment for Business Seller, you certify that such use of e-Bless is to receive payment(s) that are "reportable payment transactions" as defined in Treas. Reg. § 1.6050W-1(a)(3) and the associated applicable state and local regulations, including, but not limited to, the payments for goods and services. When indicating that your use of the Service is "Personal" use, you certify that such use is solely for receipt of payments other than non-reportable payment transactions. For avoidance of doubt, "Personal use" allows for payment in exchange for goods and services (i.e., to pay an e-Bless Payment for Business Account), but does not allow for the receipt of payment for goods and services you provide others.

United States

General Terms of Service, Additional Terms of Service, Terms of Service, e-Bless
Terms, Bank Terms, Additional Virtual Currency Terms of Service

General Terms of Service Additional e-Bless Terms of Service Privacy Notice for e-Bless
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