

## TERMS OF SERVICE AGREEMENT

As of Dec 31, 2020

Please read this Agreement between you and RSDL.io carefully before agreeing to it. Capitalized terms used in this Agreement are defined in Section 29.

By clicking “I agree”, using our services, or obtaining our products, you acknowledge that you have read, understand, and agree to the terms and conditions set forth in this Agreement and the related terms set forth on our website and the Application (the App) and agree that you are 18 years of age or older. The following Agreement applies to the use of our services throughout the world.

1. Account. To activate your account, you must provide us certain information and documents that we will use to determine if you are eligible to open an RSDL.io Account. You must designate at least one person, who can be you, to act as your RSDL.io Account administrator. The administrator(s)' acts and omissions will legally bind you and your Account. The administrator must safeguard the RSDL.io Account username(s) and password(s) because the administrator is responsible for all RSDL.io Account actions, even any unauthorized use. You must notify us immediately if you suspect that the security of your username(s) and password(s) has been or may be compromised. Your failure to promptly notify us could result in loss of funds and/or unauthorized access to your confidential information. You agree that we may provide you notices, disclosures, electronic records, and other communications by posting the information on our website, by e-mail, by text message, or by regular mail. We will use the e-mail address, postal mail address, and mobile phone number you provide us. It is your responsibility to promptly update us with e-mail address, postal mail address, and phone number changes in your RSDL.io Account. Communications sent to an e-mail address, postal mail address, or phone number you have changed will be considered received when sent by us to the address or phone number we have on file. To contact us directly, please email us at support@rsdl.io.

2. Customer Account Types.

(a) Verified Customer Record. In order to use the payment functionality of our application, you will be opening a "Dwolla Platform" account provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the [Dwolla Terms of Service](#). You authorize us to collect and share with Dwolla your personal information including full name, [date of birth, social security number, physical address,] email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through our application, and Dwolla account notifications will be sent by us, not Dwolla. We will provide customer support for your Dwolla account activity, and can be reached at RSDL.io, [support@rsdl.io](mailto:support@rsdl.io).

(b) Receive Only. You expressly authorize RSDL.io's service provider, Dwolla, Inc. to originate credit transfers to your financial institution account. You authorize us to collect and share with Dwolla your personal information including full name, email address and financial

information, and you are responsible for the accuracy and completeness of that data. Dwolla's Privacy Policy is available [Privacy Policy](#).

3. Services. You can use our Services to receive payments from distributors and to manage payments to your Payees. Our services can be used to track invoices, facilitate payments, record earnings, send tax info and may provide additional features. Your Payees must also establish and maintain their own independent account with us in order to receive payment. You represent, warrant and covenant that any information you provide to us is accurate and complete. We rely on the information you provide to us to render our Services and we are not responsible for any issues caused by the information you provide.

**OUR SERVICES DO NOT INCLUDE PAYMENT OF ANY PUBLISHING ROYALTIES. PUBLISHING ROYALTIES ARE PAID TO THE PUBLISHER/COPYRIGHT HOLDER DIRECTLY.**

In the event that we receive any publishing royalties, including the mechanical royalty portion of the publishing payment from any source, it will be distributed according to the income allocation defined by Payor.

4. Paying Payee Earnings.

(a) General. You may use our Services to facilitate payment of royalties to your Payees. The warrantor agrees to pay an annual fee of \$100 to open an account. For tracks, there will be a charge of \$1 per month per track or \$10 per year per track at the beginning of each year of service. There is a per album price for 10 albums or more, the warrantor will be charged \$10 per month per album or \$100 per album per year at the beginning of each year of service. As we receive payments for you from distributors, the funds will be (i) received, (ii) cleared, (iii) aggregated in a concentration account with our Bank Partner, and (iv) then distributed to your Payees in accordance with the instructions that you provide. Payees must link a Bank Account to RSDL.io concentration account to receive such payments. Your payments will be transferred from your Bank Account via the concentration account to Payees by ACH debit entry. In the future, we plan to add additional fintech applications such as Real Time Payments ("RTP"), Push to Card ("P2C"), Zelle and other similar means. Each transaction will be subject to a service fee not to exceed two dollars (\$2.00) per debit entry. To help you make payments, you must provide to RSDL.io payment instructions, which may include the Payees to be paid, payment amounts, and timing.

We, as part of the service, will establish the concentration account and direct deposits and withdrawals from the concentration account based on the information You provide to us. You authorize our Bank Partner to charge your bank account to initiate your payments. Funds debited from your bank account to initiate payments are held temporarily in a concentration account established and held by our Bank Partner. Payments to your Payees are executed by our Bank Partner from funds in the concentration account, based on the payment information that you provide to us. You represent, warrant and covenant that executing your payment instructions will not result in a violation of law, including a violation of Office of Foreign Asset Control rules restricting payments to persons on the specially designated nationals and blocked persons list.

You agree to maintain a balance in your Bank Account that is sufficient to fund your payment instructions. You represent, warrant and covenant that you have the right to authorize our Bank Partner to charge your Bank Account to pay your Payees. You will indemnify and hold us and our Bank Partner harmless from any claims by any person related to your authorization, including claims by any other owner of the Bank Account. We are not responsible for any overdraft fees, over-the-limit fees, insufficient fund charges or other fees and charges that result from your failure to maintain a sufficient balance in your Bank Account. To the extent that we or our Bank Partner pay against insufficient or unavailable funds, you agree to reimburse such amounts along with any fees or costs, including outside counsel or internally allocated legal fees.

Funds held in the concentration account are not insured and you do not have access to, or earn interest on, them. We send your payment instructions to our Bank Partner for execution. You will not have a direct account relationship with our Bank Partner. The concentration account constitutes an obligation of our Bank Partner and is not directly or indirectly an obligation of RSDL.io. RSDL.io does not guaranty in any way the financial condition of its Bank Partner or the accuracy of any publicly available financial information about its Bank Partner.

(b) Limits on Payees and Payment Amounts. We may impose limits on the number and amount of payments that you can make. We may refuse to facilitate payment to any Payee if we reasonably believe such refusal is necessary or advisable for legal or security reasons. If you fail to maintain a balance in your Bank Account that is sufficient to fund any payment instruction, we may refuse to facilitate any future payments. We also reserve the right to refuse to facilitate any payment if we believe that making such payment will violate law or create risk to us.

(c) Payments Not Received or Late. Generally, funds must be cleared in the concentration account for five business days before we can authorize payments to your Payees. Payments may be delayed or declined for various reasons, including if the Payee's bank account number is not valid. You acknowledge that some payments may take longer due to circumstances beyond our control. To help ensure timely payment to your Payees, you should submit payment instructions a week or more before the due date. It is solely your responsibility to submit payment instructions early enough so that payment is made before the due date. You agree to not hold us liable for any damages resulting from a Payee not receiving payment as instructed by you.

(d) Inability to Access Funds from Your Bank Account. If our Bank Partner is unable for any reason to access sufficient funds from your Bank Account to make a payment (for example, non-sufficient funds or closed account), the payment will not be made. If funds cannot be accessed from your Bank Account for any reason, you agree that:

- (i) you will reimburse us immediately, upon demand, the payment amount to the extent that payment was sent to the Payee on your behalf;
- (ii) you will reimburse us for any fees imposed as a result of the transaction; and

(iii) you will reimburse us for any fees, including reasonable attorney fees, we incur in attempting to collect the amount of the transaction from you.

(e) Your Liability. You agree that any payment instruction you provide is final and that you will not dispute any payments made or attempt to reverse any charges. You are solely liable for errors you make in using the payment Services. We will not be liable if any payment instruction is not executed because:

(i) you do not have enough money in your Bank Account to initiate a payment;

(ii) payment is rejected, returned, mishandled, or delayed by a Payee;

(iii) you have provided incorrect information about a Payee or payment;

(iv) the Bank Account you specify is closed or the charge is rejected or returned by your bank or financial institution;

(v) of third party providers; or

(vi) of circumstances beyond our control.

(f) Communications. You represent, warrant and covenant that we may send communications to you and your Payees on your behalf in connection with our Services. You also represent, warrant and covenant that you and each of your Payees have consented to receive ongoing communication, including text messages from us. Such communication may include messages regarding the status of payments. You agree to inform us if any Payee withdraws consent to receiving text messages. We do not charge a fee to send a text message. However, any text messages sent and/or received are subject to standard text message rates depending on the recipient's carrier and terms and conditions with the carrier.

(g) Other Payment Methods. We will allow the Account holders to choose their payment method, which includes, ACH, RTP, Zelle or P2C; other services may be added in the future. We may change Bank Partner or replace or supplement the bank partner arrangement with a different payment method.

(h) Termination or Suspension. We may terminate or suspend your Account at any time, for any reason. Termination or suspension does not affect your liability or obligations under this Agreement. If your Account is terminated or suspended, any payment already initiated before termination or suspension may be completed. We and our Bank Partner are not responsible for any payments not completed following termination or suspension.

5. Account Verification Services. Our Services may include certain account verification services (the "Account Verification Services"). By using our Account Verification Service, you authorize RSDL.io and our Bank Partner, to access third party sites to retrieve information related to your Account. For all purposes hereof, you hereby grant RSDL.io and Supplier a limited power of attorney, and you hereby appoint RSDL.io and our Bank Partner as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites,

servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN RSDL.io OR SUPPLIER ACCESSES AND RETRIEVES INFORMATION FROM THIRD-PARTY SITES, RSDL.io AND SUPPLIER ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third-party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Account Verification Service is not endorsed or sponsored by any third-party account providers. You are licensing to RSDL.io and our Bank Partner any information, data, passwords, materials or other content that you provide through or to the Account Verification Service (collectively, "Content"). RSDL.io and our Bank Partner may use, modify, display, distribute and create new material using such Content to provide the Account Verification Service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, RSDL.io and Supplier may use the Content for the purposes set out above.

6. Additional Services. Some of our Services may be subject to additional terms and conditions, which are posted or made available separately from this Agreement. Some of our Services may also be subject to additional policies, guidelines, or rules we also post or make available. Such additional terms, conditions, policies, guidelines, and rules are incorporated in and form a part of this Agreement. If there is a conflict between the additional terms, conditions, policies, guidelines, or rules and this Agreement, this Agreement will control. You acknowledge and agree that your use of our Services does not relieve you of your obligations under any applicable laws to retain records relating to the information you have provided us.

7. General Representations, warranties and covenants.

You make the following representations, warranties and covenants to us on a continuing basis: your execution, delivery, and performance of this Agreement have been authorized by all necessary corporate action and do not violate applicable law or the provisions of any agreement to which you are bound; the individuals establishing or using your RSDL.io Account or transacting with us or using our products or services are authorized by you to do so; this Agreement constitutes the legal, valid, and binding agreement of you enforceable in accordance with its terms; you and any of your employees, vendors, and agents have all licenses, registrations, and authorizations required to conduct your and their businesses; and any information, materials, data, content, or documents and/or any such information concerning Payee income allocation you directly or indirectly provide to us are true, correct, and complete.

8. Additional Covenants. You covenant to us as follows:

(a) Assistance. You will provide any information, materials, data, content, documents, or assistance we may require to provide our Services.

(b) Tax Matters. You agree to reconcile all Payee earnings with your tax returns for each quarter and year and on an ongoing basis to timely and accurately update all Payee earnings

information provided to us to reflect changes and make any corrections. RSDL.io will issue forms 1099s, if applicable. However, we may decide not to prepare or file tax forms (including form 1099-MISC or otherwise) if there are any problems with any information provided by you, you fail to provide the information we request, or for any other reason. We do not provide legal, tax, financial, accounting, employment, or other professional services or advice, and you agree to consult a professional trained in those areas if you need such assistance. You are solely responsible for your own compliance with applicable tax and other laws. You agree that any Losses incurred due to inaccurate information will be your sole responsibility.

9. Indemnification.

You will indemnify, defend and hold harmless RSDL.io and its employees, representatives, agents, affiliates, directors, officers, managers and shareholders (the “Parties”) harmless from any damage, loss, or expense (including without limitation, attorneys’ fees and costs) incurred in connection with any Payee claim concerning improper income allocation that was based on information you provided to us, any third-party claim, demand or action (“Claim”) brought against any of the Parties alleging that you have breached any part of this Agreement and/or, among other things, for any and all information you have provided to us concerning, among other things, payees. If you have to indemnify RSDL.io under this Section, RSDL.io will have the right to control the defense, settlement, and resolution of any Claim at your sole expense. You may not settle or otherwise resolve any Claim without RSDL.io’s express written permission.

10. Disclaimer of Warranties. OUR SERVICES ARE PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO OUR SERVICES TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY, ACCURACY, NONINFRINGEMENT, TITLE, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. NOTHING IN THIS SECTION AFFECTS WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW. WE ARE NOT PAYING ANY PUBLISHING ROYALTIES TO ANY PAYOR AND/OR PAYEE. PUBLISHING ROYALTIES SHALL BE PAID TO THE PUBLISHER/COPYRIGHT HOLDER DIRECTLY BY PAYOR OR PAYEE. In the event that any money received by RSDL.io contains publishing royalties including mechanical royalty portion of the publishing payment, from any source, it will be distributed according to the master income allocation defined by Payor.

11. Limitation of Liability. WE WILL NOT BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, (B) LOSSES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE OUR SERVICES, OR (C) ANY UNAUTHORIZED ACCESS, USE, OR DISCLOSURE OF ANY INFORMATION RELATING TO YOU HELD, MAINTAINED, OR UNDER THE CONTROL OF ANY THIRD PARTY, INCLUDING ANY

SECURITY BREACH RELATING TO INFORMATION ABOUT YOU EXPERIENCED BY A THIRD PARTY. OUR MAXIMUM LIABILITY FOR ALL LOSSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE THE TOTAL AMOUNT, IF ANY, OF FEES PAID BY YOU TO US IN THE 12 MONTHS PRIOR TO THE OCCURRENCE GIVING RISE TO SUCH LIABILITY OR FIVE DOLLARS, WHICHEVER IS GREATER.

12. Force Majeure. We shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or other labor difficulty, act of God, act of any governmental authority, riot, embargo, fuel or energy shortage, wrecks or delays in transportation, inability to obtain necessary labor, or materials from usual sources, or due to any cause beyond our reasonable control. In the event of a delay in performance due to any such cause, the date of delivery or time for completion of performance will be extended by a period of time equal to the delay.

13. Mobile Device Application. You are responsible for any requirements of our mobile applications, including any updates and fees. You are also responsible for compliance with the terms of your agreement with your mobile device and telecommunications providers. We may provide you with alerts related to your RSDL.io Account. You authorize us to send alerts by text message to your mobile phone at the number you have provided us. Any change to your mobile phone number will change our ability to provide you with alerts. You should notify us immediately of any change to your mobile phone number. Certain alert delays are outside our control. We are not responsible for the products and services provided by your mobile device or telecommunications provider.

14. License. You grant us, our service providers, and our designees a worldwide, non-exclusive, unrestricted, transferable, sublicense-able, royalty-free, perpetual, irrevocable right and license, without compensation to you, to use, reproduce, distribute, adapt (including edit, modify, translate, and reformat), process, create derivative and collective works from, transmit, transfer, display, perform, publish, host, store, or otherwise use in any way any information, materials, data, content, or documents you provide to us or we obtain about you.

15. Our Proprietary Rights. The information and materials made available through or related to our Website, mobile applications, or our Services are and will remain our property or the property of our licensors and suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. You agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based on any part of our Website, mobile applications, or our Services. Our trade names, trademarks, and service marks include RSDL.io and any associated logos. No license or right is granted to use any of our trade names, trademarks, or service marks.

16. Confidentiality. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information" of the Disclosing Party). The Receiving Party agrees: to take reasonable precautions to protect such Confidential Information; and not to use (except to perform its obligations hereunder or exercise its rights hereunder) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to Confidential Information after five years following

the termination of this Agreement or any Confidential Information that the Receiving Party can document is or becomes generally available to the public; or was in its possession or known by its prior to receipt from the Disclosing Party; or was rightfully disclosed to it by a third party; or was independently developed without use of any Confidential Information of the Disclosing Party. If the Receiving Party is required by law to make any disclosure of such Confidential Information, it may do so to the extent of such requirement, provided that it first gives written notice to the Disclosing Party thereof (if legally permitted).

17. Transaction Information from Third Party Sites. We may use transaction data from your bank and other financial accounts to provide our products and services. In order to do so, you direct us to obtain certain transaction data and information from third-party providers with whom you have bank or other accounts (“Transaction Information”). We work with 3<sup>rd</sup> party vendors to obtain Transaction Information with your permission. The permission you have provided also allows these vendors to use your data, including aggregated data, so they may provide their services to us and for the vendors’ business purposes. We and our vendors will not provide Transaction Information to you in the form received from the third-party provider, but certain details of the Transaction Information may be provided to you. We do not review Transaction Information for accuracy or completeness. We have no liability for any actions or inactions on the part of any vendor. We and our vendors are not responsible for the Transaction Information or third-party products and services and make no warranties, including implied warranties of merchantability and fitness for a particular purpose, with respect to Transaction Information or third-party products or services. We and our vendors are not responsible for delays in obtaining Transaction Information or the accuracy, completeness, storage, or loss of Transaction Information, personalization settings, or service interruptions. Transaction Information may only be current at the time accessed and is provided on an “as is” and “as available” basis from providers.

18. Rules of Application/Website/Services. While using our Website, mobile applications, or Services, you will comply with applicable law. In addition, you will not:

- (a) Post, transmit, or otherwise make available:
  - (i) Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as “hacking,” “cracking,” or “phreaking.”
  - (ii) Any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.
  - (iii) Any unsolicited or unauthorized advertising, promotional material, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation.



- (iv) Any non-public information about any person without the proper authorization to do so.
- (b) Use our Services for any fraudulent or unlawful purpose.
- (c) Use our Services to violate the legal rights of others, including others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users.
- (d) Impersonate any person.
- (e) Interfere with or disrupt the operation of our Services or the servers or networks used to make our Services available.
- (f) Restrict or inhibit any other person from using our Services.
- (g) Reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purpose, any portion of, use of, or access to our Services.
- (h) Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of our Website, mobile applications, or Services.
- (i) Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather our content or reproduce or circumvent our navigational structure or presentation.
- (j) Do anything in connection with our Website, mobile applications, or Services not expressly authorized by this Agreement.

19. Duration of Services. This Agreement is effective until it is terminated. If you have selected our monthly billing option, you will be billed monthly until Termination as set forth in Section 19. If you have selected our annual billing option, you will be billed for our services annually unless you notify us in writing of your intent to terminate at least 30 days prior to the end of the annual billing cycle, or as set forth in Section 19. You may terminate your RSDL.io Account at any time and for any reason, but only after providing us 30 days' prior written notice. If you have selected our annual pricing option, and terminate this agreement before the one year anniversary of entering into this Agreement, RSDL.io will not issue any refund. We will retain and may use your name, email address, and other information materials, data, content, or documents that you have provided us or that we have obtained or produced following termination, unless prohibited by applicable law.

20. Termination by Us. We, in our sole discretion, may limit or terminate your access to or use of your RSDL.io Account and our Services at any time and for any reason. Upon termination, your right to use your RSDL.io Account and our Services will immediately cease. Any limitation or termination of your access to or use of your RSDL.io Account and our Services may take effect without prior notice. Any limitation or termination of your access to or use of your RSDL.io Account and our Services will not affect in any way our rights with respect to transactions that occurred before such limitation or termination. Sections 3, 5, 6, 7, 8 through

16, and 18 through 29 will survive any limitation or termination of your access to or use of your RSDL.io Account and our Services.

21. Governing Law and Venue. THIS AGREEMENT IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO AND THE OBLIGATIONS, RIGHTS, AND REMEDIES OF THE PARTIES WILL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS. ANY DISPUTE ARISING UNDER OR IN RELATION TO THIS AGREEMENT SHALL BE RESOLVED IN, AND THE SOLE AND EXCLUSIVE JURISDICTION SHALL BE WITH, THE COMPETENT COURTS LOCATED IN THE CITY AND COUNTY OF DENVER, COLORADO, AND EACH OF THE PARTIES HEREBY SUBMITS IRREVOCABLY TO THE JURISDICTION OF SUCH COURTS.

22. Binding Arbitration. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND US, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND WE AND YOU EACH WAIVE THE RIGHT TO TRIAL BY A JURY. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU AGREE TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION AND ACTION.

EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY.

Arbitration will be administered by the AAA in accordance with the then current Commercial Financial Disputes Arbitration Rules, including any expedited procedures. Arbitration hearings will be held in Denver County, Colorado. A single arbitrator will be appointed by the AAA and will be a practicing attorney or retired judge having experience with and knowledge of online commerce law. The arbitrator will follow the law and will give effect to any applicable statutes of limitation. The prevailing party will be entitled to an award of the costs and expenses of the arbitration, including attorneys' fees and expert witness fees. A judgment on the award may be entered by any court having jurisdiction.

23. Electronic Communications and Records. You agree that we may provide you notices, disclosures, electronic records, and other communications by posting on our Website, by e-mail, by text message, or by regular mail. We will use the e-mail address, postal mail address, and mobile phone number you provide us. It is your responsibility to promptly update us with e-mail address, postal mail address, and phone number changes. Communications sent to an e-mail address, postal mail address, or phone number you have changed will be considered received when sent by us to the address or phone number we have on file.

24. Changes. We may make changes to this Agreement in our sole discretion. We may provide notice of the changes to you if required by applicable law and by the methods provided in Section 27.

25. How we convert currencies. If we have to convert currency in any part of the transactions contemplated herein, it will be completed at the transaction exchange rate we set for the relevant currency exchange. The transaction exchange rate is adjusted regularly. The base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior business day; or, if required by law or regulation, set at the relevant government reference rate(s).

26. Privacy and Cookie Policy. In order to provide the best experience, we have set our website (and/or Application) to allow cookies. By continuing, you agree to our use of cookies. To get more information about cookies and how we utilize them, please consult our privacy policy at <https://RSDL.io>.

27. Miscellaneous. Any notice provided by you to us will be effective upon our receipt. RSDL.io shall not be deemed in breach of the terms of this Agreement unless you have given RSDL.io notice of the alleged breach and RSDL.io has failed to cure such alleged breach within thirty (30) days after receipt of such a notice. In no event shall any breach you allege entitle you to rescind the protections afforded RSDL.io hereunder. You may not assign this Agreement without our prior written consent, and any such assignment or attempted assignment by you without our prior written consent is and will be null and void. We may assign this Agreement without your consent. The provisions of this Agreement will inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. There are no third-party beneficiaries of this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter of this Agreement, and if any provision of this Agreement is found to be invalid or unenforceable, all other provisions will be enforced and construed as if the invalid provision were never a part of this Agreement. The failure to enforce any provision of this Agreement will not be considered a waiver. The words “include” and “including” mean without limitation by reason of enumeration.

28. Content Changes and Accuracy. We have taken every care in the preparation of the content of this Website and/or App, however we cannot guarantee uninterrupted and totally reliable access to this Website and/or App, and therefore cannot guarantee that the information will always be completely up to date and free of mistakes. Furthermore, we cannot guarantee that this Website and/or App or the server that makes it available are free of viruses or bugs. To the extent permitted by applicable law, RSDL.io disclaims all warranties; express or implied, as to the accuracy, full functionality or reliability of the information/services contained in any of the materials on this Website and will accept no liability for any loss or damage arising as a result of problems with access. Please inform us of any errors on this website and/or App by emailing: [support@rsdl.io](mailto:support@rsdl.io)

29. Links from this Website and/or App. RSDL.io does not monitor or review the content of other parties' websites that may be linked from this Website. Opinions expressed or material

appearing on such websites are not necessarily shared or endorsed by RSDL.io. RSDL.io is not the publisher of such opinions or material.

30. Defined Terms.

“AAA” means the American Arbitration Association or its successor.

“ACH” means the Automated Clearing House or any successor network

“Agreement” means this Payor Services Agreement, including any addenda.

“Bank Account” means a valid bank account that you own and that you link to your RSDL.io Account.

“Bank Partner” means City National Bank, a subsidiary of Royal Bank of Canada, the only depository institution we have an arrangement with for the execution of your payment instructions.

“Fee” means the amount disclosed to you that we charge you for our Services.

“Losses” means any claims, causes of action, liabilities, losses, damages, settlements, penalties, fines, forfeitures, fees (including legal, expert witness, and accounting fees), costs, and expenses.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Push to Card (P2C)” Card-based push payments enable participants to send funds directly to consumers and small businesses via their payment card accounts. This solution enables debit card issuers to offer real-time payments to debit cardholder accounts.

“RSDL.io,” “we,” “our,” and “us” mean RSDL.io, LLC.

“RSDL.io Account” means the administrative account you open on our Website or mobile applications to obtain Services from us.

“Real-time Payments (RTP)” combines immediate funds availability, settlement finality, instant confirmation, and integrated information flows all in a payment made in seconds. Bringing together speed, data, and communication solves for longstanding challenges.

“Services” means the services RSDL.io may make available to you, which may include the following relating to your Payees: tracking invoices, facilitating payments, recording earnings, and sending form 1099s.

“Transaction Information” has the meaning provided in Section 16.

“Unpaid Earnings” means the payment owed by you to a Payee for products or services provided to you or to your customers, including any other related rights. Unpaid Earnings also include any related accounts receivables, invoices, instruments, agreements, records, other

documents, general intangibles, rights to payment and proceeds, security interests and security agreements, contract rights, servicing and collection rights, and rights to bring or take any action, suit, or proceeding.

“Payee” means a person or business that is not your employee that has entered into a Payee Products and Services Agreement with us and that, from time to time, provides you or your customers’ products or services for which you pay or owe Unpaid Earnings.

“Website” means admin.RSDL.io.co, app.RSDL.io.co, RSDL.io.co, and any associated domain, subdomain, native application or any successor site.

“You” and “your” mean the business that has set up or has the RSDL.io Account.

“Zelle (Instant & Standard)” sends the recipient a text or email indicating there’s a payment waiting for them, along with a link to accept it. If the recipient’s bank is a participating partner, the recipient simply needs to register for the service through their bank’s website or mobile app with an email address or phone number.