

# Moli User Agreement

Effective: June 05, 2023

**Whether you read this document or not, your registration with the Moli service indicates your agreement with these terms.**

Aptys Solutions (“Aptys”) provides the Moli service, which enables people who register with the service (“Registered Person”) to send money to someone else from a smartphone or other mobile device. Aptys works with financial institutions and financial service providers to provide this service to the customers of the financial institutions. This agreement, along with the Moli [Privacy Policy](#) and [Consent for Electronic Disclosures](#), define the rules and responsibilities of a Registered Person while using the Moli service. You must agree to the terms described in all three of these documents in order to register to use the Moli mobile app and service.

*The primary purpose of Moli is to simplify paying people you know. Beware of scams, and beware of sending money to a person you do not know and trust, even if they sent you money first.*

Some definitions for this document:

- Aptys Solutions, LLC is “Aptys”, “we”, “us”, “our”, etc.
- A “Registered Person”, is a person who registers to use the Moli mobile app and service. We also use “you” and “your” and variations of those to indicate the Registered Person.
- The Moli service consists of a mobile app and the business components that implement the payments and other aspects of the service. We refer to the Moli service as “Moli”, the “service”, and the “app”.
- Financial institutions and service providers who work with Aptys to provide services to Registered Persons are part of the “Moli Network”.
- Moli allows you to register a checking account or a debit card as the source of funds for payments. We call this a “funds account” when the topic applies to either type of account. We use the terms “checking account” and “debit card” when the topic applies to one specific type of funds account.
- When you register with Moli you create a login account that holds your personal information. We call this a “Moli account”, and that is different from the funds account.

## Not a Financial Institution

Aptys is not a financial institution. Aptys provides Moli to assist financial institutions in allowing their customers to make person-to-person payments, but Aptys does not hold any funds. All financial transactions are executed through financial institutions and financial service providers. Moli makes requests to move funds on behalf of Registered Persons and the payments are executed through these other financial service entities.

You agree to only use Moli for person-to-person payments, and not to purchase goods or conduct commercial business transactions. Be aware that if you do use Moli to purchase a product, Aptys offers no protections for payments made through Moli. Aptys neither enhances nor degrades protections for payments that are provided by your financial institution. Your relationship with your financial institution is defined in the disclosures and agreements between you and your financial institution. The agreements, disclosures, and policies agreed between you and Aptys do not change your relationship with your financial institution in any way.

## Eligibility

To register with Moli you:

1. Affirm that you are at least 18 years old
2. Affirm that you are a legal resident of the United States, and therefore accountable to U.S. law enforcement
3. Must register a personal funds account issued or held by a U.S. financial institution (business or commercial accounts are not allowed)
4. Must have the authority to use all the funds in the funds account to make payments
5. Must have the authority to receive payments into the funds account

## Your Information

When you register with Moli you must provide some personal information to allow Moli to identify you. You affirm that:

1. The information that you provide about yourself is complete and correct
2. You will update the personal information you provided to Moli when it changes
3. You will not misrepresent yourself to Moli in any way
4. You will not misrepresent the mobile device that you use with Moli (such as using software that misrepresents attributes about the mobile device)
5. You will not use a service that hides or misrepresents your Internet connection attributes (such as an anonymous proxy)

You agree to allow Aptys to perform actions or make inquiries to validate the information that you provide to Moli, including using commercial service providers. You agree to allow us to inquire about you with your financial institution and to allow us to share your Moli information with your financial institution.

When you register with Moli you create a password for your Moli account. You agree that you are responsible for protecting the secrecy of your password outside of Moli. You agree that you will not use your Moli password for any other service or account of any kind. The best passwords are long (many characters) and we recommend that you use a trusted password manager to be able to create long and unique passwords. We reserve the right to reject your selected password if it is too weak (easy to guess or attack) or if it has been exposed in a previous data breach of any kind. We reserve the right to require you to change your password, especially if it is discovered in a data breach of any kind. You understand that if you share your password with any other person, that person may take all the money in your funds account. Do not give your password to any other person, including us.

After you register, any other Registered Person can type in your email address to add you as a contact, and they will be able to see the name that you registered with Moli.

## Restrictions

You agree that you will not use Moli to:

1. Acquire or attempt to acquire funds that you are not entitled to (steal from people)
2. Execute, support, or otherwise engage in illegal activity
3. Threaten, bully, promote hate, or otherwise intimidate any person or group
4. Expose any member of the Moli Network to financial harm or risk, or any other liability
5. Make payments to businesses of any kind
6. Receive payments for a business of any kind
7. Make payment to any non-U.S. funds accounts
8. Receive payment to any non-U.S. funds account
9. Pay or receive payments related to loans of any kind, including collection of any overdue or delinquent amounts
10. Violate intellectual property rights of any person or business

You agree that you will not use information from Moli to advertise to any person or make unsolicited contact.

You agree not to hack Moli. This includes but is not limited to:

1. Disassembling the software
2. Probing the mobile or server applications for vulnerabilities
3. Making use of automation to manipulate the mobile or server applications
4. Constructing undue traffic to servers, server applications, or infrastructure
5. Engaging in activity that disrupts Moli or it's associated services
6. Using Moli to probe or discover financial accounts
7. Attempting to discover information in Moli that you are not entitled to have

You agree that you will not use Moli when you are outside of the United States and its territories, even if you normally use Moli within the United States. You also agree that you will not use Moli from within a [country that is subject to a U.S. Government embargo](#).

## Your Funds Account

When you register with Moli and complete the funds account verification process, you can receive and possibly send payments. You agree that Moli is authorized to debit (take) funds from and to credit (add) funds to your registered funds account. To send payments, you must either register a checking account that is held by a financial institution that is within the Moli Network or you must register a debit card that is issued by or on behalf of a financial institution in the Moli Network. You can register to receive payments by registering a checking account held by any U.S. financial institution or by registering a debit card issued by any U.S. financial institution that is backed by a checking account at a U.S. financial institution. In either case, you agree to register a personal checking account or personal debit card only, and not a business funds account of any kind. Payment instructions for business funds accounts may not be processed successfully by Moli.

Debit cards must be either Mastercard® or Visa® and must be able to support fast payments in order to be used with Moli (minutes rather than days). If your debit card does not have the fast payments feature then you can register the checking account that the card is associated with, instead. You may only register a debit card that you physically possess and that you are authorized to use. *Prepaid debit cards are not allowed.*

Any funds account that you register with Moli is still governed by the financial institution where the account is held. Moli can only give you access to funds that are allowed by your financial institution.

## Funds Account within the Moli Network

When you register a funds account that is issued or held by a financial institution that is within the Moli Network, Moli provides capabilities that enable you to send funds from your funds account to another person's funds account. Moli's role is to simplify making payments from one person to another person. Moli does not ever hold your funds, and you cannot open any kind of financial account with Moli. When you provide payment instructions, Moli sets in motion a funds transfer between your funds account and the other person's funds account, using standard funds transfer mechanisms provided by your financial institution and other financial service providers in the Moli Network. Agreements between you and your financial institution apply to these funds transfers.

When you create a payment instruction, you affirm that your funds account has enough clear funds to execute the payment. You agree that if you request a payment and do not have the funds to support the payment then you may be subject to fees from your financial institution and that the payment may not be executed. You agree that if your financial institution elects to transfer the funds, even though the funds are not available, this may result in your account with your financial institution being overdrawn, the dishonor of other account transactions, and fees being charged to you by your financial institution. You further understand that your access to Moli may be terminated if you request a payment and your funds account does not contain sufficient funds to execute the payment.

When you register your funds account you agree that it may be used to make payments. When you register a checking account you agree that Moli will execute micro-transactions (less than \$1.00) to the account to verify that you have the right to access the account. By completing the process of verifying the codes from those micro-transactions you agree that Moli is allowed to initiate payments on your behalf to the recipients identified by you within the Moli mobile app in accordance with your instructions.

You further understand that if the financial institution that issues/holds your funds account leaves the Moli Network, you will no longer be able to use Moli to initiate payments from the funds account.

## **Debit Card for Receiving Funds Only**

When you register a debit card that is issued by a financial institution that is not within the Moli Network, you understand that you can only receive payments, and cannot initiate payments from this debit card. You agree that you will only register a debit card into which you have full authority to receive funds.

You agree that if the financial institution that issued your debit card joins the Moli Network, Moli may notify you and that you automatically become bound by the portion

of this agreement that governs the use of debit cards for initiating payments (see [Funds Account within the Moli Network](#)).

## Checking Account for Receiving Funds Only

When you register a checking account that is held by a financial institution that is not within the Moli Network, you understand that Moli does not validate the information about the checking account, and does not validate that you have permission to use that account. You agree that you are responsible for entering the correct information to identify the checking account, and that if you do not, then you are solely responsible for the failure of funds to reach your account, and you have no recourse to retrieve funds that are directed to an account that is not yours.

You understand that you can only receive payments, and cannot initiate payments from this checking account.

You agree that if the financial institution that holds your checking account joins the Moli Network, Moli may notify you and automatically initiate micro-payments in order to verify your ownership of the checking account. You agree that when the financial institution that holds your checking account joins the Moli Network, you become bound by the portion of this agreement that governs the use of checking accounts for initiating payments (see [Funds Account within the Moli Network](#)).

## Payment Instructions

When you submit a payment instruction using Moli, we make a good faith effort to complete the payment as requested. There are circumstances outside of our control that may prevent a payment from being completed as requested. We make a good faith effort to provide information about failed payments but researching failed payments may require you to work with your financial institution directly to discover the reason for a failure.

You understand that you are responsible for ensuring that your payment instruction targets the intended person. **IF YOU SEND A PAYMENT TO THE INCORRECT PERSON, APTYS BEARS NO RESPONSIBILITY FOR RECOVERING THE PAYMENT OR LIABILITY RELATED TO THE INCORRECT PAYMENT.**

Moli sends an email to you when you make a payment, describing the payment that you requested. It also sends an email to the person who you paid, similarly describing the payment that you sent to them. The successful delivery of these notifications depends on email addresses being correct and on email delivery systems that are outside the

control of Aptys. We are not liable for delayed or failed delivery of these email notifications.

When you submit a payment instruction Moli may execute a verification which may require you to authenticate with your financial institution or card issuer. If you decline to authenticate then your payment instruction will not be accepted.

## **Payment Status**

Moli makes a good faith effort to represent the status of a payment instruction. Moli does not have insight into your checking account transactions or to the transactions of the recipient of a payment (“Payee”). If a payment instruction is initiated but is later rejected and Moli is notified of that rejection, the payment instruction will be marked as “Failed”. It is possible that a transaction that is marked “Failed” may be executed successfully after it was initially rejected, and Moli does not get notifications in that case. You agree that Moli is not the system of record for payment status, and that your financial institution is the authority for the status of payments.

There are many reasons that a payment does not complete as expected. Some of those reasons involve the payment being rejected by the receiving financial institution (including the right of the Payee to refuse the payment), there being insufficient funds in your account with your financial institution, and any other reason a financial institution may reject a funds transfer request under any law or agreement that applies. You agree that Aptys is not responsible for the failure of a payment that is rejected. You agree that you will not use Moli to make payments that require a specific timeline or will result in damage to you if the payment is not made by a specific deadline or at all.

You agree that if you need to make a payment that must be executed by a specific time or must be verified, you will use a service other than Moli to execute that payment, and you may be charged a fee by that service provider.

## **Payments will not be Cancelled or Refunded**

You agree that once you submit a payment instruction, the instruction shall be executed without your having any ability to cancel the instruction through Moli, retrieve funds that are transferred, or otherwise reverse the payment. You agree that the payment will be executed with the instructions that you provide at the time you submit the payment instruction, and that if there is an error in the instruction (for example, you enter the wrong payment amount or wrong recipient), you cannot change the instruction after it is submitted.

You agree that once you submit a payment instruction to Moli, you will not interfere with the successful completion of that payment in any way and at any time. This includes the prohibition against executing a stop payment instruction or a chargeback instruction with your financial institution. You agree that you will not manipulate Moli to make it appear that an executed payment was different from the instructions that you provided at the time you submitted the payment instruction. You agree that if you interfere with a payment instruction then Aptys, your financial institution, or law enforcement may consider this to be an act of financial fraud.

YOU AGREE THAT APTYS IS NOT LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO INACCURATE PAYMENT INSTRUCTIONS IN MOLI, WHETHER INITIATED BY YOU OR BY ANOTHER PARTY.

## Payment Limits

Moli imposes limits on the total amount of funds that you can transfer and number of payments you can initiate. Once you have reached the limit you will not be allowed to transfer funds until the limit has expired. You also understand that your financial institution may block you from making new payments, at its discretion.

Moli does not provide any purchase protection. You must not use Moli to pay any business. Additionally, you should not use Moli to pay strangers for goods or services. IF YOU PAY FOR A GOOD OR SERVICE THAT IS NOT DELIVERED TO YOU OR IS NOT DELIVERED TO YOUR SATISFACTION, APTYS HAS NO LIABILITY FOR YOUR LOSS AND NO RESPONSIBILITY TO HELP YOU RECOVER YOUR LOSS. This limitation does not limit any protections offered to you by your financial institution.

## Receiving Payments

You agree that if you receive a payment through Moli that was unexpected and was made to you incorrectly through the error of another Registered Person, that you will refund the payment in good faith and in a timely manner. You understand that if you retain the benefit of these payments, you may be subject to liability to the parties who were harmed as a result of your failure to return the funds. However, be careful about getting scammed by someone who sends money and immediately requests that you send it back. You should consider waiting at least three days before returning funds, to verify that the sender's funds actually cleared successfully and were deposited to your account. Consult your financial institution on the best way to deal with that type of scenario. Waiting to make sure that you are not being swindled is still responding in good faith.



You agree that if another Registered Person sends you a payment, and that payment is revoked by that Registered Person or revoked for any other reason, that you will refund the payment and you may be responsible for any fees levied by your financial institution in association with the revoked payment. For example, if someone wrote you a check and you deposited it, but it turned out that the person did not have enough money in their account to cover the check, your financial institution might charge you a fee for the “returned” check. The same concept applies for payments received in Moli. We won’t charge you, but your financial institution might, depending on your agreements with it.

## **Unauthorized Payments or Activity**

If you believe that there are payments processed through Moli that are incorrect or fraudulent, you agree to NOTIFY YOUR FINANCIAL INSTITUTION DIRECTLY AND IMMEDIATELY. If you are using a checking account in Moli then contact your financial institution using the information in the mobile app or on its web site. If you are using a debit card in Moli then contact your financial institution through the information on the back of the card. Failure to contact your financial institution on a timely basis may limit your rights. Federal law limits your liability for any fraudulent, erroneous, or unauthorized transaction from your financial account based on how quickly you report it to your financial institution.

You should report any fraudulent, erroneous, or unauthorized transactions to your financial institution immediately upon discovering the questionable transaction. You should contact your financial institution for more information about the policies and procedures that apply to your account and any unauthorized transactions, including any limits on your liability. Your financial institution has access to your full funds account activity and so has a broader view of your funds account. Aptys cannot contact your financial institution for you, and Aptys is not responsible for any loss or penalty due to a delay as a result of you contacting Aptys instead of your financial institution. The limitations of your liability for unauthorized activity in your funds account are governed by your agreements with your financial institution.

## **Protection from Unauthorized Transactions**

To protect yourself from unauthorized activity in your funds account, you should regularly log into your funds account and review your transaction history with your financial institution. We notify you of each payment by sending an email to your email address on file. You should review these email notifications to ensure that each payment was authorized and accurately completed.

If you intentionally share your Moli password with another person then that person is authorized to make payments from your funds account with the app. **USE THE MOBILE APP TO CHANGE YOUR PASSWORD IMMEDIATELY IF YOU BELIEVE THAT YOUR PASSWORD HAS BEEN DISCOVERED BY SOMEONE ELSE.** You can reset your password within the mobile app. Resetting your password will send a code to your email address, so you need access to your email account to do that.

**IF YOU NO LONGER HAVE CONTROL OF YOUR MOLI ACCOUNT BECAUSE SOMEONE FRAUDULENTLY TOOK OVER YOUR ACCOUNT, THEN CONTACT YOUR FINANCIAL INSTITUTION IMMEDIATELY.** Your financial institution can assist you in disabling your Moli account so that payments cannot be initiated with it.

### **What is an Unauthorized Transaction?**

An “Unauthorized Transaction” occurs when money is sent from your funds 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 funds account, and sends a payment from your funds account, an Unauthorized Transaction has occurred.

### **What is not considered an Unauthorized Transaction?**

If you give someone access to your Moli account (by giving them your login information) and they use your Moli account without your knowledge or permission, that is NOT an unauthorized transaction. You are responsible for transactions made in this situation.

## **Email**

You agree to allow us to send email to your registered email address for the purpose of notifications related to your Moli account, your funds account, and payments both from and to you. You understand that if you take an action within Moli that results in an email being sent to another person (such as making a payment), your email address and name will be included in that email.

Moli sends email on your behalf when you invite someone to register for Moli. You agree that you generally have permission to send the invitee email or otherwise contact them, and you are not in any way prohibited from doing so.

## **Mobile Service Providers**

This agreement does not modify your relationship with your mobile service provider(s), Internet service provider(s), or your device manufacturer or provider. Aptys is responsible for maintenance and support of the Moli mobile application. Issues or questions about Moli should be addressed to your financial institution if it is shown on

the Contact Us page of the app (from the mobile app menu). Otherwise, issues or questions should be addressed to Aptys.

You agree that the Moli mobile application makes use of services on your device that may result in fees from your device's service providers. You agree that you are responsible for any fees for services related to providing the platform on which you use the Moli mobile application, including but not limited to cellular access, Internet access, and SMS/text messaging. You also agree that you must comply with the applicable terms of your other mobile service providers when using the mobile app.

This agreement does not create an agreement with the companies who provide services that allow you to install apps on your mobile devices, such as Apple or Google. This agreement does not modify any separate agreement that you may have with those service providers.

## Protecting the Mobile App

You agree to secure the mobile device(s) where you install and use the Moli mobile application. Aptys uses industry-standard technology to ensure that the Moli mobile app is secure from unauthorized use. You agree that if you share access to your device(s) with someone else, and that person executes a payment instruction through Moli, that you are fully responsible for that payment.

You agree that if you bypass the built-in security on your device, such as by "rooting" or "jail-breaking" it, you compromise the security of your device, you compromise the ability of Aptys to protect the mobile application, that any breach of the private data on your device is your responsibility, and that Aptys cannot be held liable for such a breach.

## Closing Your Moli Account

As a Registered Person you can delete your Moli account from within the Moli mobile application.

When your funds account is held by a financial institution within the Moli Network, you may close your Moli service account at any time by contacting your financial institution. Any of your payment instructions that have not yet been executed will not be impacted and will be processed as if your account were still active. Another Registered Person may successfully send a payment to you regardless of whether your Moli service account is active.

When your funds account is not held by a financial institution within the Moli Network, you may contact Aptys for assistance in closing your account at the address and phone number listed in the [Support](#) section of this agreement.

## Fees

Aptys does not charge fees to Registered Persons for use of Moli. Moli is funded by financial institutions and service providers as a service to Registered Persons.

While Aptys does not charge fees to Registered Persons, there may be fees associated with failures to process payments, other aspects of the payment processing infrastructure, or your relationship with your financial institution. Your financial institution may charge fees for using Moli. Your financial institution will have disclosed its fees to you in its own disclosure documents. You should review your financial institution's disclosure documents for information about such fees.

## Changes to This Agreement

From time to time Aptys will change this agreement to reflect current business practice, industry regulations, and law. Aptys will notify you at your email address or via the Moli mobile app about the changes. Aptys will also post the current versions of all agreements publicly at <https://www.moli.me>. You agree to maintain a correct and current email address within Moli, and that if your email address is not correct and current, Aptys is not liable for any missed notifications. We make a reasonable effort to notify you about changes, but you agree that even if we do not notify you about changes, you are bound by the changed agreements when they take effect if you continue to use the Moli service after such changes are publicly posted. You agree to promptly review any changes to this agreement and to the agreements referenced by this document when notified about changes. After any of the agreements are modified, your continued use of Moli indicates your agreement with the changed agreements.

Aptys reserves the right to discontinue Moli and to terminate this agreement at any time. Aptys will make a reasonable effort to notify you in advance of a discontinuation of service. We reserve the right to discontinue providing Moli service to any Registered Person at any time.

## Failure to Abide by Agreement

You agree that if you violate any portion of this agreement, you may be penalized up to and including a permanent revocation of your access to Moli. You agree that Aptys has the authority to notify law enforcement authorities if it believes that you are using Moli for illegal or fraudulent activity. You agree that if your use of Moli results in the inappropriate loss of funds from any other party, including Aptys, you may be held responsible for restoring those funds and for financial penalties.

# End-User Software License Agreement (EULA)

## Scope of License

Aptys provides software in the form of the Moli mobile application (“Licensed Application”) for your use of Moli. Aptys grants you a limited, nonexclusive license to make use of this software as long as you are a Registered Person. You do not own the software, and you may not copy it except in the activity of making a backup of your mobile device. You may not transfer this license to any other person or entity.

## Support

If your financial institution is registered with Moli, then Aptys provides the service to your financial institution, either directly or indirectly. In that case, your financial institution is your first point of contact for any questions or issues with Moli or the Licensed Application. If you contact Aptys directly for any questions or issues, your communication may be forwarded by Aptys directly to your financial institution to be handled by it.

If your financial institution is not registered with Moli then support is provided by Aptys. The menu in the Licensed Application shows you a Contact Us page that includes information on who should be your first point of contact for support. Your mobile service provider(s) are not responsible for providing support for the Licensed Application.

Aptys Solutions, LLC.  
6801 Parkwood Boulevard, Suite 201  
Plano, Texas 75024-7198  
USA  
(530) 692-7897

support@moli.me  
<https://www.moli.me/support>

## **Product Claims**

Aptys is responsible for addressing any claims of the Registered Person or any third party relating to the Licensed Application or the person's possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. This agreement does not limit liability beyond what is permitted by applicable law.

## **Intellectual Property Rights**

You agree that in the event of any third party claim that the Licensed Application or your possession/use of Licensed Application infringes that third party's intellectual property rights, Aptys is solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

## **Third Party Beneficiary**

When you acquire the Licensed Application from the Apple App Store, you agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement, and that Apple has the right (and has accepted the right) to enforce the EULA portions of this agreement against you, as a third party beneficiary thereof.

## **No Warranty**

There is no warranty for the Moli app or services.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APTYS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES

OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APTYS OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

THE MOBILE DEVICE MANUFACTURER, MOBILE DEVICE PROVIDER, AND MOBILE DEVICE APP STORE PROVIDER HAVE NO WARRANTY OBLIGATION WITH RESPECT TO THE LICENSED APPLICATION OR THIS AGREEMENT.

## **Limitation of Liability**

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL APTYS BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF APTYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE MOLI SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL APTYS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## **Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Moli Service, and except as otherwise provided in this User Agreement, you

also agree to indemnify Aptys, its owners, managers, officers, agents and financial institutions that are part of the Moli Network from and against all claims, losses, expenses, damages and costs (including direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your use, misuse, or inability to use the Moli Service, or any violation by you of the terms of this User Agreement.

## **No Waiver**

If we choose not to enforce any part or parts of this agreement with you or any other persons, that does not waive our right to enforce the same or other parts of the agreement later.

## **Choice of Law**

This agreement, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise) that may be based upon, arise out of, or relate to this agreement, or the execution or performance of this Agreement, shall be governed by and construed in accordance with the laws of the State of Texas, including without limitation Texas laws relating to applicable statutes of limitation, without regard to applicable conflicts of laws, provisions, or principles of comity which would cause this agreement to be interpreted or governed by the applicable law of any state other than the State of Texas. Subject to the mandatory arbitration provisions that are set forth below, any dispute that is not subject to arbitrations shall be brought in the state district court or county court of Collin County, Texas. Both parties agree to the exclusive venue and exclusive jurisdiction of these courts, to the extent that litigation is undertaken.

## **Arbitration and Waiver of Class Action**

ANY AND ALL CLAIMS OR DISPUTES BETWEEN US RELATING IN ANY WAY TO THESE TERMS, OUR PRIVACY POLICY, OR THE MOLI SERVICE MUST BE RESOLVED IN BINDING ARBITRATION RATHER THAN IN COURT, CONDUCTED BY A SINGLE ARBITRATOR WITH EXPERIENCE IN CONSUMER ONLINE PAYMENT SERVICES DISPUTES ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. IN ARBITRATION THERE IS NO JUDGE OR JURY, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR CAN AWARD ANY DAMAGES OR RELIEF ON YOUR INDIVIDUAL CLAIM THAT A COURT OF LAW COULD,



INCLUDING INDIVIDUAL INJUNCTIVE RELIEF AND LEGAL FEES WHEN AVAILABLE UNDER THE GOVERNING LAW. AS SET FORTH IN THE CLASS ACTION WAIVER BELOW, ALL ARBITRATIONS WILL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND THERE SHALL BE NO CLASS OR COLLECTIVE ACTIONS IN ARBITRATION. Each party shall be responsible for paying its own legal fees. You agree that these terms affect interstate commerce. Accordingly, the Federal Arbitration Act and federal arbitration law will apply to this Agreement to Arbitrate and govern its interpretation and enforcement (notwithstanding the choice of law provision set forth above).

**CLASS ACTION WAIVER.** ALL CLAIMS AND DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS. YOU AND APTYS WAIVE ANY ABILITY TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION AS A CLASS REPRESENTATIVE OR AS A CLASS MEMBER OR MEMBER OF THE COLLECTIVE GROUP. THERE WILL BE NO CLASS ACTIONS, REPRESENTATIVE ACTIONS, OR CONSOLIDATED ACTIONS IN ARBITRATION. The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals.

## Changes

This is a summary of changes to the document. Reading these summaries is not a good substitute for reading the full document, but it helps you understand where the document was changed.

### June 05, 2023 Update

- [Payment Instructions](#) updated regarding payment authentication.
- [Unauthorized Payments or Activity](#) clarifies to notify your financial institution immediately when fraud is suspected.
- [Choice of Law](#) changed to Texas.
- Changed the company contact phone number in [Support](#)

### November 30, 2022 Update

- Product name changed from *PayMōli* to *Moli*.
- Changed web site from [www.paymoli.com](http://www.paymoli.com) to [www.moli.me](http://www.moli.me).
- Changed email addresses from [@paymoli.com](mailto:@paymoli.com) to [@moli.me](mailto:@moli.me).

### May 30, 2022 Update

- Updated [Restrictions](#):
  - Added a restriction preventing the use of the product outside of the United States.
  - Added a restriction to make it clear that you must not receive payments for a business.
- Modified the terms to include payments from and to debit cards.
- Added topics about [Email](#), [Indemnification](#), [No Waiver](#), and [Arbitration and Waiver of Class Action](#).
- Considerably changed the section on [Choice of Law](#) (but the location part remains the same).
- Added a section about definitions to help clarify terms used in the document.
- Added guidance on returning funds.
- Added statements about Aptys not being responsible for payments sent to the wrong person by the Registered Person, and about no protection for purchase of goods or services.
- Changed section Unauthorized Activity to [Unauthorized Payments or Activity](#) and expanded it to add information about protecting your financial account, reporting timelines for unauthorized transactions, and protecting yourself from unauthorized transactions.
- Under [Fees](#) added a reminder to review the fees charged by your financial institution.
- Under [Changes to this Agreement](#) added clarification that you are bound by changes even if you don't get notified of changes, and that we can discontinue use for specific users at any time.
- Under [Limitation of Liability](#) added a statement about the remedy for dissatisfaction with the service.
- Under several sections, made the text “shouty” because COURTS BELIEVE THAT YOU PAY MORE ATTENTION TO TEXT WHEN IT IS ALL CAPITAL LETTERS. Surveys indicate that you're probably not even reading this change summary, much less all the shouty sections.
- Changed the mailing address for Aptys Solutions.

## November 02, 2020 Update

- Under [Payment Instructions](#), described that payments may be blocked by your financial institution.
- Under [No Warranty](#) and [Limitation of Liability](#), changed the text from all upper case to make it less “shouty”.