

IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (SEE SECTION 13 BELOW) REQUIRING ALL CLAIMS (EXCEPT CLAIMS ELIGIBLE FOR SMALL CLAIMS COURT) TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

Alviere Domestic USA **Payment Service Provider Agreement**

This Domestic USA Payment Service Provider Agreement ("**Agreement**") is effective as of February 5, 2024. The U.S. domestic payment service is a commercial payment remittance provided by licensed money transmitter Mezu (NA), Inc., dba Alviere (NMLS ID. 1738907). The Agreement describes the terms by which you will be bound when you use the commercial domestic remittance payment services ("**Service**").

We recommend you save or print a copy of this Agreement for your records. You may save a copy by taking screenshots. As used throughout this Agreement, the terms "**Alviere**", "**we**", "**us**", and "**our**" refer to Mezu (NA) Inc. dba Alviere, a Delaware Corporation, having a place of business at 1040 South Gaylord Street, Denver, Colorado 80209, U.S.A., together with its employees, directors, successors, and assignees. The terms "you" and "your" refer to users of the Service, whether as Senders or Recipients.

Deel, Inc. ("Deel") is a third-party service provider and an independent contractor of Alviere. Deel may provide other services to you, such as through a Deel website ("Website") or other platform, to facilitate your access to the Service. Use of the Website or other platform may be limited and is subject to the terms and conditions between you and Deel.

By using the Website or other platform to register for the Service and/or accepting and using the Service, you agree to be bound to the terms and conditions of this Agreement.

DO NOT USE THE SERVICE IF YOU DO NOT AGREE TO BE BOUND BY THIS USER AGREEMENT. IN THAT CASE, YOU MUST EXIT THE WEBSITE, AND NOT ACCESS THE SERVICE THROUGH ANY OTHER PLATFORM OR MECHANISM.

1. THE SERVICE

The Service allows users to send Automated Clearinghouse ("ACH") payments or, in some cases, wire transfer payments within the United States to designated recipients ("Recipient"). A "**Sender**" uses the Service to send money on a pre-scheduled date, in a pre-scheduled amount, to pre-scheduled designated Recipients on a one-time or recurring basis ("Payment Date") in the same or different amounts and a "**Recipient**" receives money only in US Dollars through the Service. A "**Transaction**" refers to an order to send money through the Service. The "**Transaction Amount**" is the amount in US dollars that the Sender provides to Alviere for transmittal to the Recipient. The "**Payout Amount**" is the amount paid out to the Recipient in US Dollars.

The Service may not be available in whole or in part in certain states in the United States as determined by our compliance with and interpretation of local laws and regulations.

2. ELIGIBILITY FOR THE SERVICE

a. Age and Capacity. You must be at least eighteen (18) years old to create an account, access, or use the Service as a Sender. You must be able to form legally binding contracts under applicable law. Other restrictions may apply.

b. Others. You may not submit a Transaction or receive a Transaction Amount on behalf of any other person or business.

c. Residence within the United States. The Service is available to residents of the United States only.

d. Offer and Acceptance. If you submit a Transaction, you are requesting that we process your Transaction, an offer that we may accept or reject at our sole discretion.

e. Registered in the U.S.A. Only, Alviere is not licensed to provide the Service outside of the United States of America. As a result, the Service is not available for use in countries other than the United States.

f. Multiple Accounts. Senders may only have one active account. If we determine that a Sender is using multiple accounts, we reserve the right to merge or terminate one or more of the accounts, limit the Sender's use of the Service, or refuse their continued use of the Service.

3. PAYING FOR THE SERVICE

a. Charges. Alviere is not charging you any fees for the Service. Payment of Transaction in US dollars is due at the time the Transaction is submitted for processing. If you submit a Transaction that results in us being charged Non Sufficient Funds (NSF) fees, chargeback fees, or other similar costs, you agree to reimburse Alviere or Deel, as the case may be, for all such fees.

b. Payment. In order for us to process your Transaction, the entire funds for such Transaction(s) must be received by Alviere by 6 p.m. ET the day prior to the scheduled Transaction. If your payment is not received by this time, Alviere will not process your Transaction on the scheduled Payment Date. Payment can be made only by bank transfer via ACH, wire transfer, debit or credit card, or other electronic processing methods as permitted through your agreement with Deel ("**Payment Instrument**"). Checks, money orders and cash are not accepted methods of payment for a Transaction.

c. Other Charges. We are not responsible for fees that may be imposed by financial institutions associated with your payment to us to complete the Transaction. Alviere is not responsible for any NSF fees, chargeback fees, or other similar charges that might be imposed on you by your bank, debit card or credit card issuer, or any other provider.

If applicable, please note that your user agreement with the issuer of your debit card or credit card governs your use of that card. You must refer to that agreement to determine your rights and liabilities as a cardholder, which may include certain fees.

4. RECEIVING A PAYMENT

a. Payout Partner. We work with local banks and other third party outlets (each, a "**Payout Partner**") to make funds available to Recipients. As a Sender, you are appointing your Recipient as your agent for the purpose of receiving funds transmitted through the Service.

5. IMPORTANT SERVICE RESTRICTIONS

a. General. We may refuse any Transaction or limit the Transaction Amount to be transferred, either on a per transaction or aggregated basis. These limits may be imposed on individual accounts or linked accounts. We reserve the right at any time to modify or discontinue all or any part of the Service.

b. Delays. Your Transaction may be delayed by our effort to verify your identity and validate your Payment Instruments and otherwise comply with laws or manage our financial risk. You may be entitled to a refund in certain circumstances, and you may cancel your Transaction at any time while it is pending.

c. Consumer Transactions Not Allowed. The Service is limited to commercial business-to-person Transactions. The Service is not intended to be used for payments or money transfers from consumers to consumers. If we discover that you are not using the Service to send Transactions to or on behalf of a business, company, or other similar entity, we may, in our sole discretion, cancel your Transaction and close your account. You acknowledge that we are not liable for your use of the Service (in breach of this Agreement) for non-commercial purposes, including all risks associated with such use. You should not use the Service to send money except as described herein.

d. Unauthorized Transactions. You may not use the Service in violation of this Agreement or applicable laws, rules or regulations. It is a violation of the Agreement to use the Service for any of the following: sexually-oriented materials or services, gambling activities, fraud, money-laundering, the funding of terrorist organizations, or the purchase or sale of tobacco, tobacco related paraphernalia, firearms, prescription drugs, or other controlled substances; or to send money to a Recipient that has violated the Agreement. If you use the Service in connection with illegal conduct, Alviere will report you to law enforcement.

e. Ineligibility. Your Payment Instrument must be issued by a U.S. financial institution. We will refuse Transactions from certain Senders and to certain Recipients that are included on the Specially Designated Nationals list, Non-cooperative Countries and Territories list, and such other lists as issued by different government agencies.

f. No Changes. We generally do not let you change the details of your Transaction once it's submitted to us for processing. It is your responsibility to make sure your Transaction details are accurate.

g. Restricted Activities. In connection with your use of the Website or the Service, or in the course of your interactions with Alviere, a user or a third party, you will not:

- i. Breach this Agreement, or any other agreement between you and Alviere;
- ii. Provide false, inaccurate, or misleading information;
- iii. Refuse to cooperate in an investigation or provide confirmation of your identity;
- iv. Use an anonymizing proxy;
- v. Use any automatic device, or manual process to monitor or copy the Website.

6. HOW AND WHY WE COLLECT PERSONAL INFORMATION

a. Privacy Policy. By agreeing to this Agreement, you acknowledge and consent to Alviere Privacy Policy at <https://alviere.com/privacy-policies>.

b. Customer Identification Program. U.S. law requires we obtain, verify, and record information about you. We may require that you provide us with nonpublic, personal, identifying information. We may also lawfully obtain information about you from other sources without your knowledge, including non-personal identifying information that we may obtain while you visit the Website. Please see our Privacy Policy at <https://alviere.com/privacy-policies>.

c. Government Disclosures. We may provide information about you and your Transactions to government authorities and law enforcement agencies, as described in our Privacy Policy.

d. Verifying information. You authorize us to make any inquiries, to you or to others, which are necessary to validate the information that you provide to us. This may include asking you for additional information, requiring you to take steps to confirm ownership of your email address or financial instruments, verifying your information against third party databases, or through other sources.

7. ERROR RESOLUTION, CANCELLATIONS AND REFUNDS

a. Error Resolution. Let us know at any time if you have any problems with the Service. You can contact us by using the Contact Information section of this Agreement.

You have the right to dispute errors in your Transaction. If you think there is an error, you must contact us by telephone at +1 (866) 738-6685 or by email at deeluspayroll@alviere.com. You may also contact us for a written explanation of your rights. You must contact us within 180 days of the date we promised you that funds would be made available to the Recipient.

When you do, please tell us:

- Your name, address and telephone number.
- The error or problem with the transfer, and why you believe it is an error or problem.
- The name of the person receiving the funds, and if you know it, his or her telephone number and address.
- The dollar amount of the Transaction.
- The confirmation number of the Transaction.

Failure to provide complete and accurate information may result in a delay or inability to process your dispute request effectively.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. 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 any documents we used in our investigation.

1. **Complaints.** Please let us know if you have any problems with the Service or have any complaints, comments or would like further information or clarifications. You can contact us using the contact information identified in the previous section of this Agreement.
2. **State Specific Disclosures.** Remitters from certain states may also consider the following:

Alaska

If your issue is unresolved by Alviere at +1 (866) 738-6685, please submit formal complaints with the State of Alaska, Division of Banking & Securities. Please download the form here:

- <https://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdate.d.pdf>. Submit formal complaint form with supporting documents: Division of Banking & Securities PO Box 110807 Juneau, AK 99811-0807 If you are an Alaska resident with questions regarding formal complaints, please email us at dbs.licensing@alaska.gov or call Nine Zero Seven Four Six Five Two Five Two One.

Arkansas. If you have complaints or other concerns, you may contact the Arkansas Securities Department by mail, 1 Commerce Way, Suite 402, Little Rock, Arkansas 72202, or by telephone, at 1 (501) 324-9260.

California

Alviere is licensed as a money transmitter by the California Department of Financial Protection and Innovation.

If you have complaints with respect to any aspect of the money transmission activities conducted at this location, you may contact the Department of Financial Protection and Innovation at its toll-free telephone number, 1-866-275-2677, online at the portal <https://dfpi.ca.gov/file-a-complaint/>, or by mail at the Department of Financial Protection and Innovation, 2101 Arena Boulevard, Sacramento, CA 95834.

Financial elder abuse occurs when people cheat elderly people out of their money or their property. California law defines elderly people as those who are aged 65 or older. Because the elderly are uniquely susceptible to being cheated as they grow older, California's legislature passed the Elder Abuse Act to provide a remedy and financial elder abuse lawsuits for elderly people who have been cheated. To report suspected elder financial abuse, you may contact your local county Adult Protective Services Office, find your local agency by calling 1 (866) 376-7066. Abuse reports may also be made to your local law enforcement agency.

Colorado

CUSTOMER NOTICE: Entities other than FDIC insured financial institutions that conduct money transmission activities in Colorado, including the sale of money orders, transfer of funds, and other instruments for the payment of money or credit, are required to be licensed by the Colorado Division of Banking pursuant to the Money Transmitters Act, Title 11, Article 110, Colorado Revised Statutes. If you have a Question about or Problem with YOUR TRANSACTION – THE MONEY YOU SENT. You must contact the Money Transmitter who processed your transaction for assistance. The Division of Banking does not have access to this information. If you are a Colorado Resident and have a Complaint about THE MONEY TRANSMITTER – THE COMPANY THAT SENT YOUR MONEY. ALL complaints must be submitted in writing. Please fill out the Complaint Form provided on the Colorado Division of Banking's website and return it and any documentation supporting the complaint via mail or email to the Division of Banking at:

Colorado Division of Banking, 1560 Broadway, Suite 975, Denver, CO 80202; email: DORA_BankingWebsite@state.co.us

website: banking.colorado.gov/industry/money-transmitters

Section 11-110-120, C.R.S. requires that money transmitters and money order companies post this notice in a conspicuous, well-lighted location visible to customers. (September 2020)

Florida

You may contact Alviere toll-free at +1 (866) 738-6685 to resolve any disputes that You may have. If You are not able to resolve a dispute directly with us, you may file a complaint with the Florida Office of Financial Regulation, Division of Financial at the following address: 200 East Gaines Street, Tallahassee, FL 32399 or by calling 1 (850) 410-9805 or 1(850) 487-9687

Georgia

Alviere (NMLS ID#1738907) is licensed by the Georgia Department of Banking and Finance. Our activity is licensed under the Georgia Sale of Checks Act.

Illinois

Alviere is licensed as a Money Transmitter by the Illinois Department of Financial Institutions authorized under the Illinois Money Transmitter Act, 205 ILCS 657. If you have complaints or other concerns with respect to any aspect of the Service or us, you may contact the Illinois Department of Financial Institutions, Consumer Credit Section toll free at 1-888-473-4858.

Maryland

The Commissioner of Financial Regulation for the State of Maryland will accept questions or

complaints from Maryland residents regarding Alviere (NMLS ID. 1738907) at 500 North Calvert Street, Suite 402, Baltimore, Maryland 21202, or through its toll-free telephone number 1-888-784-0136. Alviere's license status may be verified through the NMLS Consumer Access website at <https://nmlsconsumeraccess.org>

The Attorney General's Office sponsors Project SAFE (Stop Adult Financial Exploitation), an initiative to combat financial exploitation. For more information about this program please visit: <https://aging.maryland.gov/Documents/safe.pdf> to review the "Protect Your Money" brochure or contact the Maryland Department of Aging, toll-free: 1(800) AGE-DIAL, or 1(410)767-1100. To report suspected financial exploitation, call the Maryland Department of Human Resources, toll-free: 1(800)917-7383 TTY: 1(800)735-2258 Monday through Friday 8 a.m. to 5 p.m.

Minnesota

You may contact Alviere by email at deeluspayroll@alviere.com to voluntarily disqualify Yourself from sending or receiving money transfers with us. Your disqualification will last for one year, unless you request it be in effect for a longer period. You may also terminate the disqualification at any time upon written notice to us.

New Hampshire

The State of New Hampshire through the New Hampshire Banking Department certifies that a license to engage in business as a money transmitter has been issued to Alviere. You may contact Alviere directly to resolve any disputes you may have at +1 (866) 738-6685. If you are not able to resolve a dispute directly with us, you may file a written complaint with the New Hampshire Banking Department. You may contact the Department as follows:

Telephone: 1 (603) 271-3561 TDD Access: Relay NH 1-800-735-2964 Fax: 1 (603) 271-1090

Mail: State of New Hampshire Banking Department, 53 Regional Dr., Suite 200, Concord NH 03301 Email: legal@banking.nh.gov

New York

Alviere at 1040 S Gaylord St. Denver, CO 80209, is licensed by the New York State Department of Financial Services (Lic#1738907) to receive money for transmission and to transmit the same. New York customers can direct unresolved complaints in writing to the New York Department of Financial Services by accessing the webpage www.dfs.ny.gov, or by calling the toll-free consumer telephone number: 1(800) 342-3736.

Texas

Alviere is licensed as a Money Transmitter by the Texas Department of Banking. If you have a complaint, you may first contact our customer service at +1 (866) 738-6685. If you are a Texas resident and you still have an unresolved complaint regarding the Service, please direct your complaint to the Texas Department of Banking, Non-Depository Division, 2601 North Lamar Blvd., Austin, TX 78705; Toll Free: 1-877-276-5554 (toll free) or www.dob.texas.gov

Washington

Alviere is licensed as a Money Transmitter by the Washington Department of Financial Institutions. If you wish to file a complaint, first contact Alviere at +1 (866) 738-6685. If you still have an unresolved complaint regarding the company's money transmission activity, you may file a complaint with the Washington Division of Consumer Services by one of the following methods:

Online: www.dfi.wa.gov/cs

By Mail: WA DFI DCS | PO Box 41200 | Olympia WA 98504-1200

By Phone: 1 (360) 902-8703 or 1 (877) RING DFI (1(877) 746-4334)

By Email: CSEnforceComplaints@dfi.wa.gov.

b. Refunds. You can cancel your Transaction at any time prior to its completion. Completion means that your Recipient claimed the money you sent through bank account transfer. Upon receipt of a cancellation

request, we may confirm with our Payout Partners to determine whether the transaction has been completed prior to initiating a refund.

The Transaction Amount will not be refunded after the funds have been received by the Recipient or deposited into the Recipient's bank account. All refunds will be credited to the same Payment Instrument used to pay for the Transaction. Refunds are only made in U.S. dollars and will not be adjusted to account for changes in the value of the U.S. dollar from the time your Transaction was submitted. Please note that residents of certain jurisdictions may have certain refund rights and complaint procedures, as described here:

Washington. As a Sender located in the state of Washington, you are entitled to a refund of all moneys received for transmittal within ten days of receipt of a written request for refund unless any of the following occurs:

- o The monies have been transmitted and delivered to the recipient prior to receipt of the written request for a refund;
- o Instructions have been given committing an equivalent amount of money to the person designated by the customer prior to receipt of a written request for a refund;
- o Alviere, or its authorized delegate has reason to believe that a crime has occurred, is occurring, or may potentially occur as a result of transmitting the money as requested by the customer or refunding the money as requested by the customer; or
- o Alviere is otherwise barred by law from making a refund.

Texas. As a Sender located in the state of Texas, you are entitled to cancel a transaction, and receive an immediate refund of all money charged for the remittance, including any fees paid to Alviere, within thirty minutes of receiving a receipt, unless the intended recipient of the transaction has received the funds, or its equivalent.

• If you have a complaint, first contact the consumer assistance division of Alviere, Inc at +1 (866) 931-9662, if you still have an unresolved complaint regarding the company's money transmission or currency exchange activity, please direct your complaint to: Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705, (877) 276-5554 (toll free), [www.dob.texas.gov](<http://www.dob.texas.gov>).

California.

RIGHT TO REFUND: "You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if Alviere does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you. If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted, you have a right to a refund of your money. If you want a refund, you must mail or deliver your written request to Alviere at E&O Mailing Address: 1040 S Gaylord St. Denver, CO 80209. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorney's fees pursuant to Section 2102 of the California Financial Code."

c. Complaints. Although we encourage you to share with us any concerns or questions you may have about our service, including your account or a specific transaction, you may also want to contact the money transmitter licensing authority in your state. Information about how best to do that can be found below.

For Alaska residents Only:

If your issue is unresolved by Alviere, Inc at +1 (866) 738-6685, please submit formal complaints with the State of Alaska, Division of Banking & Securities.

Please download the form here: <https://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdated.pdf>

Submit formal complaint form with supporting documents:

Division of Banking & Securities PO Box 110807 Juneau, AK 99811-0807

If you are an Alaska resident with questions regarding formal complaints, please email us at [db.licensing@alaska.gov](mailto:db.licensing@alaska.gov) or call Nine Zero Seven Four Six Five Two Five Two One

For New York residents: Alviere is licensed and regulated as a money transmitter by the New York State Department of Financial Services.

New York customers can direct unresolved complaints to:

Consumer Assistance Unit NYS

Department of Financial Services One Commerce Plaza

Albany, NY 12257 Tel: 1-877-BANK-NYS (1-877-226-5697)

Website:<http://www.dfs.ny.gov/consumer/fileacomplaint.htm>

8. ALVIERE'S INTELLECTUAL PROPERTY

You acknowledge that the Service, including the content of this website, text, graphics, logos, and images, as well as all other Alviere or Deel copyrights, trademarks, logos, and product and service names are owned exclusively by Mezu (NA) Inc. dba Alviere (the "**Alviere Intellectual Property**") or Deel (the "Deel Intellectual Property"), as the case may be.

You agree not to display, use, copy, or modify the Alviere Intellectual Property or Deel Intellectual Property in any manner. You are authorized solely to view and retain a copy of the pages of this website for your own personal, non-commercial use. You further agree not to: (i) use any robot, spider, scraper or other automated device to access the Service; (ii) remove or alter any author, trademark or other proprietary notice or legend displayed on this website (or printed pages thereof); or (iii) infringe Alviere's, Deel's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.

If you provide us with any suggestions, feedback, reviews, or input ("Customer Input") related to our Service, we (and our corporate group entities) will own all right, title and interest in and to the Customer Input, even if you have designated the Customer Input as confidential. We and our corporate group entities will be entitled to use the Customer Input without restriction, including for marketing or business purposes. You assign to us all right, title and interest in and to the Customer Input and agree to provide us with any assistance we may require to document, perfect and maintain our rights in the Customer Input.

For this purpose the word: "assign" is a legal term which means legally transferring the benefit, such as you legally transferring the benefit of the Customer Input to us.

9. DISCLAIMER OF WARRANTIES

We make reasonable efforts to ensure that Transactions are processed in a timely manner, but we make no representations or warranties regarding the time needed to complete processing because the Service is dependent on many factors outside our control. Some jurisdictions do not allow the disclaimer of implied

warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary state to state. In any event, you may have a right to a refund as expressly described herein. Consistent with federal law, if the Payout Amount is not available to the Recipient by the availability date shown on your Transaction receipt, you can use the error resolution process described in Section 8 above to notify us of the issue and you may be entitled to remedies under federal law including a refund of our Service Fee.

10. INDEMNITY

Except to the extent otherwise provided by the Electronic Fund Transfer Act and the Remittance Transfer Rule thereunder, you agree to indemnify Alviere and its respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an “Indemnified Party” and, collectively, the “Indemnified Parties”) for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys’ fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from your (1) failure to report required changes; (2) transmission of incorrect data to us; (3) failure to maintain compliance with the Rules, (4) Alviere’s action or inaction in accordance with, or in reliance upon, your instructions or information received from any person authorized to act on your behalf; (5) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement; and/or (6) your breach or violation of any Rules; provided, however, you are not obligated to indemnify us for any damages solely and proximately caused by Alviere’s gross negligence or willful misconduct.

11. LIMITATION OF LIABILITY

ALVIERE IS ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO THE USA DOMESTIC PAYMENT SERVICE WILL BE AVAILABLE AT ALL TIMES AND ALVIERE SHALL BE LIABLE IF YOU ARE UNABLE TO ACCESS THE USA DOMESTIC SERVICE. THE USA DOMESTIC PAYMENT SERVICE IS PROVIDED “AS IS” AND, EXCEPT AS PROHIBITED BY LAW, ALVIERE AND OUR THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, WEBSITE, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES’ PROPRIETARY RIGHTS. IN NO CASE SHALL ANY OF ALVIERE’S THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE WEBSITE, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER ALVIERE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, ALVIERE’S THIRD PARTY SERVICE PROVIDERS’ LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

12. DISPUTE RESOLUTION AND GOVERNING LAW

THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION.

a. Governing Law. This Agreement shall be governed according to the laws of the State of New York, and all activities performed in connection with the Service shall be deemed to have been performed in New York. Any controversy, dispute, or claim arising out of or relating to the Service or Agreement (a "Claim") shall be governed by and construed in accordance with the Federal Arbitration Act, and the laws of New York, except that body of law governing conflicts of law. IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION PROVISION, DO NOT USE THE SERVICE.

b. Disputes with Alviere. If a dispute arises between you and Alviere, our goal is to learn about and address your concerns. If we are unable to address your concerns to your satisfaction, we will seek to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and Alviere regarding the Service may be reported online to Customer Service; by telephone at (866) 738-6685 (outside the United States, call +1 (866) 738-6685; or by mail at Mezu (NA) Inc. dba Alviere, attn: Customer Service, 1040 South Gaylord Street, Denver, Colorado 80209 USA.

c. 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 Alviere, 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 you agree that Alviere and you are each waiving the right to trial by a jury. You agree that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted, and you are agreeing to give up the ability to participate in a class action. The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, as amended by this Agreement.

- i. The Consumer Arbitration Rules are available online at:
<https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.
- ii. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.
- iii. If any portion of this Arbitration Provision is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Provision, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Arbitration Provision or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Arbitration Provision and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Arbitration Provision.

d. Forum for Disputes. Except as otherwise agreed by the parties or as described in section 13(c) above, you agree that any claim or dispute you may have against Alviere must be resolved by a court located in Denver, Colorado. You agree to submit to the personal jurisdiction of the courts located within Denver, Colorado for the purpose of litigating all such claims or disputes.

e. Improperly Filed Litigation. All claims you bring against Alviere must be resolved in accordance with section 13 of this Agreement. All claims filed or brought contrary to section 13 shall be considered improperly filed, and a breach of this Agreement.

Should you file a claim contrary to section 13, Alviere may recover attorneys' fees and costs (including in-house attorneys and paralegals) up to USD\$1,000.00, provided that Alviere has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

13. E-SIGN DISCLOSURE & CONSENT NOTICE

By accepting this User Agreement as indicated below, you consent to receive and view disclosures, notices, statements and other communications (collectively, "Communications") from Alviere relating to your account electronically.

Electronic Delivery will constitute proper notice to you under applicable law. You acknowledge that Communications will include, but may not be limited to, the following:

- Our website, Privacy Policy, or User Agreement ("Legal Policies and Agreements");
- Disclosures and/or amendments we may provide you under our Legal Policies and Agreements;
- Activity and any other information regarding your use of our Service;
- Receipts, confirmations, status updates, authorizations and transaction history for your account
- Communications regarding the resolution of any claimed errors; and
- Communications required or permitted by law or regulation.

Your Right to Revoke Consent. Because we communicate electronically, you must provide your consent to receive Communications electronically in order to use our Service. You may withdraw your consent to receive all Communications electronically by contacting our Customer Service through the Contact Us page on our website. If you fail to provide, or if you withdraw, your consent to receive Communications electronically, we will decline to establish an account for you, or we will terminate, suspend or decline to provide the Service, unless you are entitled by applicable law to receive non-electronic Communications.

HARDWARE & SOFTWARE REQUIREMENTS: In order to receive Communications, whether by text or email, you need to have a means of printing or storing them. So, in addition to having an email address and phone number you must have the following:

- Computer or mobile device with Internet connection;
- A current web browser with cookies enabled;
- A valid email address on file in your account;
- Ability to store or print the Communications; and

if you use a spam blocker, you must add deeluspayroll@alviere.com (mailto: deeluspayroll@alviere.com) and to your email address book or whitelist (collectively "System Requirements").

- We reserve the right to change these System Requirements and will provide you with a Communication when we make a material change to the System Requirements.

Receiving Texts and emails. In order to receive Communications, you must ensure that the primary mobile phone and/or email address that you provide us is your valid, current phone number or email address, and you are able to receive at that address texts or email messages containing Communications including attached electronic documents and that such Communications, including portions that are attached documents are available for viewing and storing or printing by you. You agree to promptly update your email address by updating your account if your email address changes. You acknowledge that our ability to notify you of the availability of your Communications is contingent on the validity of mobile phone number and email address in our records. You understand and agree that if we send you a Communication and you are unable to receive the Communication because you provided inaccurate or blocked contact information or if the Communication is otherwise unavailable to you, we will deem such

Communication provided to you. However, if your mobile phone or email address is no longer valid, we reserve the right to determine your account is inactive or take other actions as set forth in this Agreement. You will not be able to conduct any transactions in your account until you update your mobile phone or email address in your account.

Reservation of Rights. The Service does not allow for Communications to be provided in paper format or through other non-electronic means. However, we reserve the right to provide you with any Communication in paper printed writing, rather than electronically. You agree to maintain on file with us your current street address and to promptly update your address in the event it changes by updating your account. Although we may waive our fee for delivery of paper Communications, we reserve the right to charge a Communication request fee and to increase this fee at our discretion.

Print Disclosures. We recommend that you print a copy of this Agreement and any Communication that you view electronically for your records as the Communication may not be accessible online at a later date.

Your Consent. By clicking on the “Next”, “Send Money”, “Sign Up”, “Join Now” or a similar button in our sign up flow, which you adopt as your electronic signature, you agree that (i) we may provide Communications to you electronically, on the terms and conditions set forth in this Agreement (ii) the consent shall last until you revoke your consent, and (iii) you meet the System Requirements specified above. If you do not wish to receive Communications electronically, you will not be able to open an account with us to use our Service.

Internet and Mobile Communications Disclaimer. You understand and agree that we are responsible for sending the Communications to you electronically by email or text to the address in your account profile or through the Service. We are not responsible for any delay or failure in your receipt of the email or text notices and whether or not you choose to view the Communication, subject to your right to revoke your consent to receive Communications electronically. Neither Alviere nor Deel control the flow of any documents, files, data or other information via the Internet or mobile communication networks, whether to or from our network, other portions of the Internet, mobile communication networks, or otherwise. Such flow depends in large part on the performance of Internet and mobile communication services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet or mobile communication networks (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, Alviere and Deel disclaim any and all liability arising out of, resulting from or related to, such events, and, except as otherwise required by applicable law, in no event shall Alviere or Deel be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet or mobile communication infrastructure or your or our ability or inability to connect to the Internet or mobile communication networks.

14. MISCELLANEOUS

a. PCI-DSS Compliance. Alviere is compliant and shall remain compliant with the Payment Card Industry (“PCI”) Data Security Standards to the extent we possess or otherwise store, process, or transmit your Payment Instrument data or other data subject to PCI obligations.

b. Third party websites links and content. Any external links to third-party websites or third party content on the Website are provided as a convenience to you and does not imply Alviere's endorsement of the third-party website or content. These sites are not controlled by us in any way and we are not responsible for the accuracy, completeness, legality or any other aspect of these other sites including any content provided on them. You access such websites at your own risk.

c. Entire Agreement. The Agreement constitutes the entire agreement between you and Alviere and governs your use of the Service, superseding any prior agreements between you and Alviere.

d. No Waiver. The failure of Alviere to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give appropriately valid effect to the intention of the Agreement as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect.

e. Force Majeure. We shall not be liable for any failure or delay in the performance of the Service to the extent such failure or delay is caused by matters beyond our reasonable control, including, without limitation: changes in applicable laws; closure or unavailability of required physical and network infrastructure; sovereign default; power or internet failure; civil unrest; war; and earthquake, fire, flood, or other natural disasters.

f. Modification. We may modify this Agreement from time to time without notice to you, except as may be required by law. If required by this Agreement or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Service shall constitute your agreement to such amendments. No amendments requested by you shall be effective unless received, and agreed to in writing by us, and any attempts by you to modify this Agreement shall be void. You can review the most current version of the Agreement at any time by reviewing the Website. You may terminate your use of the Service if you do not agree with any modification or amendment. If you use the Service after the effective date of an amendment or modification, you shall be deemed to have accepted that amendment or modification.

g. Other Terms. This Agreement may be supplemented by terms applicable to other promotions and other terms applicable to you based upon your use of the Service. These terms are incorporated into this Agreement by reference. To the extent that any of these terms are determined to be in conflict with this Agreement, this Agreement shall control.

15. SECURITY

Your security is very important to Alviere, and we use a variety of security measures to make sure that your information is secure. If you think you have been or might be a victim of fraud, please contact us immediately by telephone at +1 (866) 738-6685.

If you are aware of anyone or any entity that is using the Service inappropriately, please email us at deeluspayroll@alviere.com. If you receive any fake (phishing) emails, purporting to be from Beyonic or Alviere, please forward them to us at deeluspayroll@alviere.com.

16. LANGUAGE

This Agreement is drafted in the English language and translations may be provided in other languages. You agree that the English version of the Agreement will control in the event of any inconsistency between the English and translated versions in any dispute related to this Agreement.

17. CONTACT INFORMATION

Questions, notifications, and requests for refunds or further information can be sent to Alviere, as follows:
Alviere: 1040 S Gaylord St. Denver, CO 80209
Or by phone to: +1 (866) 738-6685
Or by email to: deeluspayroll@alviere.com

Please note that any message sent using this feature is transmitted via normal e-mail and is not encrypted. So, please do not include any confidential information, such as account numbers or details, tax ID

numbers, or any other information you want kept confidential. We will not respond to account information related questions sent via Internet e-mail.

You agree that we may take a reasonable time to act on any notice provided to us, in accordance with applicable law.