

# WIKITECHNOLOGIES, INC. TERMS AND CONDITIONS

## **I. Introduction**

By utilizing the Add Money, Transfer Money, Send Money or Receive Money features on the WikiPay website platform, [www.wikipay.com](http://www.wikipay.com), you agree to these Terms and Conditions of Use (the "Agreement"). All persons who use these services ("Users") MUST BE AT LEAST 18 YEARS OF AGE and have a mobile phone.

Information on this website is intended for residents of the United States only.

WikiTechnologies, Inc. ("Wiki") owns the proprietary WikiPay platform, and Wiki reserves the right to change or discontinue any aspect or feature of the website or platform, and the right to modify the terms and conditions applicable to Users of the WikiPay platform, including these Terms and Conditions of Use. Such changes, modifications, additions or deletions will not affect funds held within a User's account and shall be effective twenty-one (21) days after notification which will be posted on the website, but any change in charges or fees shall apply only to transactions made on and after the effective date of the change.

Wiki does not hold customer balances, for any Users maintaining a balance in their WikiPay card account, the funds will be held in the Users' name and for the Users' benefit in an FDIC insured account at Metropolitan Commercial Bank ("MCB"). Further, User funds will never be used for, or comingled with, or held in the same account as funds for Wiki operating expenses or any other corporate purposes. In addition, Wiki will not voluntarily make your funds available to its creditors in the event of bankruptcy.

THE WIKIPAY SOFTWARE PLATFORM IS PROVIDED AS A SERVICE TO ALLOW USERS TO DIRECT AND MANAGE FINANCIAL TRANSACTIONS OVER AN INTERNET ENABLED CONNECTION, AND AT NO TIME DOES WIKI TAKE OR HOLD USER FUNDS IN ITS POSSESSION. WIKIPAY'S ROLE IS TO DELIVER USER INSTRUCTIONS TO FINANCIAL INSTITUTIONS FOR PROCESSING AND EXECUTION.

## **II. WikiPay Platform Services**

Wiki has developed a user-friendly platform interface and we offer our service to Users to direct financial transactions through their WikiPay card accounts.

Description of Functions. Wiki provides a platform interface, located at [www.wikipay.com](http://www.wikipay.com), whereby Users direct four primary functions: 1) Add Money, 2) Transfer Money, 3) Send Money, and 4) Receive Money.

1) Add Money. A User may "Add Money" to their WikiPay card account by linking a verifiable external bank account held in a U.S. financial institution that allows Automated Clearinghouse "ACH" transactions. The ACH service available to Wiki Users is facilitated by Wiki's partners, which are regulated financial institutions in various jurisdictions. Funds will typically clear within 1-2 business days (excluding weekends and holidays) from the date the transaction is initiated.

2) Transfer Money. A User may "Transfer Money" from the User's own WikiPay card account to their own verifiable external bank account held in a US financial institution that allows Automated Clearinghouse "ACH" transactions. A US financial institution facilitates the Transfer Money service,

and funds will typically clear within 1-2 business days (excluding weekends and holidays) from the date the transaction is initiated.

3) Send Money. Users may “Send Money” to an existing WikiPay User or to a non-user by using the recipient's mobile number or email address. In such case, WikiPay delivers the details to MCB, and the funds are held in a bank owned account until the recipient registers with WikiPay to claim the funds. If the recipient fails to register to claim the funds within the Transfer Date plus 30 days (T+30), then the full amount plus the associated fees will be returned to the WikiPay User. \*

4) Receive Money. A User may “Receive Money” from existing WikiPay Users. If the recipient is not a WikiPay User, they must complete identity verification and register a verifiable external bank account held in a US financial institution that allows Automated Clearinghouse transactions (“ACH”).

### III. WikiPay Platform Fees

Fee Name	Amount	Description	Frequency
Add Money	No Fee	When a User “Adds Money” via ACH through the WikiPay platform	No Fee
Transfer Money	\$0.95	When a User “Transfers Money” via ACH through the WikiPay platform	Per Occurrence
Send Money Domestic	No Fee	When a User “Sends Money” to existing or new WikiPay Users residing in the United States	No Fee
Send Money International*	<a href="#">Click here</a>	When a User “Sends Money Internationally” to existing or new WikiPay Users outside of the United States	Per Occurrence
Receive Money	No Fee	There is No Fee when a User “Receives Money” from another existing verified WikiPay User account.	No Fee

\* A contracted third party regulated financial institution provides the “Send Money International” service. Any reference to “we”, “us”, or “our” in relation to the “Send Money International” service is a reference to the contracted third party regulated financial institution.

### IV. WikiPay Cardholder Fees

Please click [here](#)

### V. WikiPay Cardholder Agreement

Please click [here](#)

### VI. Consent to Electronic Communications

Electronic Communications. The WikiPay platform is available over the Internet at [www.wikipay.com](http://www.wikipay.com). In order to participate in the WikiPay platform, you agree to supply a mobile

number and/or an email address at which you can be contacted. You agree to maintain the mobile number and/or email address, or supply us with a substitute email address, so that disclosures, notices and communications can be provided by email. You agree to receive all communications by email, text message or similar electronic communications, and you agree to waive any right to receive any communications other than by email, text message or other acceptable electronic communications.

EFT and ACH Authorization. If you, as a User, agree to permit us to initiate electronic funds transfers from your designated and verified US bank account to make scheduled (preauthorized) withdrawals, such authorization will remain in effect until you notify us that you wish to terminate such authorization. To terminate, you must notify us at least five (5) business days prior to the scheduled transfer. You may terminate by notifying us by email as noted under Section XII of this Agreement.

## **VII. Collections Resulting from a Negative Balance**

As a User of the WikiPay platform, if your WikiPay card account becomes negative for any reason, you agree to pay MCB the sufficient amount to cover the outstanding negative balance. You authorize MCB to draw funds directly from any external account including your bank account, debit card or credit card on file with us to cover your negative balance. Termination of a usable mobile number or email address shall not eliminate your obligation to perform under these terms.

## **VIII. Compliance**

Wiki provides a user-friendly platform interface located at [www.wikipay.com](http://www.wikipay.com), for Users to direct financial transactions through their WikiPay card accounts. As such, Wiki conforms to the multitude of compliance regulations and best practices related to the mobile marketing industry, including: NACHA, PCI, FFIEC and MMA. By using the WikiPay platform, you agree to indemnify and hold our associated banking institution(s), intermediary licensed money transmitter/s, global financial institution regulated in various jurisdictions, and us (“Indemnitees”) harmless from any liability, claim, demand, loss or expense made by any party against the Indemnitees as a result of or arising out of your use of the WikiPay platform.

## **IX. Termination**

Wiki reserves the right to deny future access to the WikiPay website or future use of any of its services to any User at any time without notice. Users waive any claim they may have against Wiki resulting from Wiki termination of access to the WikiPay website or services through the WikiPay platform. Upon termination, the remaining balance in your WikiPay card account will be sent via bank check to your mailing address saved in your WikiPay account and will be subject to a one-time check fee of \$2.50 (“Check Fee”). If the account balance is insufficient to cover the Check Fee, the remaining balance will be negated.

## **X. User Representations**

Use Limited to WikiPay’s Intended Purpose. You agree to use the WikiPay platform only for the purposes for which it was intended as outlined in this Agreement. No other use is authorized. You agree not to collect email addresses or other contact information of others using the WikiPay

website or platform. You further agree that you will not use the WikiPay website or WikiPay platform in any unlawful manner or in any other manner that could damage, disable, overburden or impair the website or platform. In particular, you agree: not to register for more than one account, register for an account on behalf of an individual other than yourself, or register for an account on behalf of any group or entity; not to impersonate any person or entity, or falsely state or otherwise misrepresent your identity, age or other personal information, or use another's account; not to post, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; not to post, transmit, or otherwise make available content that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying use of the WikiPay website or WikiPay platform, or which may expose us or any user to any harm or liability of any type; not to use the WikiPay website or WikiPay platform to contact any other user; not to use the WikiPay website or WikiPay platform to engage in a criminal act, including but not limited to: illegal online gaming, fraudulent sales of goods or services, illicit sales of prescription medications or controlled substances, software and other intellectual property piracy, money laundering, bank fraud, child pornography, trafficking, prohibited sales of alcoholic beverages and tobacco products and online securities fraud.

It is strictly forbidden for citizens or residents of certain countries such as but not limited to the United States of America, Turkey, China, Malaysia or Israel to send payments to websites offering gambling services such as sports betting, casino games and pokers games. Wiki reserves the right in its own discretion to amend the list of countries where it is prohibited to send payments to gambling activities as described above.

Wiki is obligated to cooperate with all governmental agencies of the United States in the enforcement of US law. Furthermore, a valid subpoena or court order issued by the US Courts could result in the turnover of a User's records.

Wiki encourages all of its Users to report any and all criminal activity as a result of any third party receiving or sending funds through the WikiPay system to a valid law enforcement agency in your jurisdiction, the jurisdiction where the activity took place, or in the United States of America. Time is very important, do not wait. Report such activity as soon as possible. Wiki will only accept notification of criminal activity by a valid police agency, a governmental official on official business of his or her government, a prosecutor, or a court of law. Once such notification is presented to Wiki, that User's account will be closed or suspended. Wiki is obligated to report Suspicious Activity to US law enforcement agencies. Wiki is not a police agency nor do we conduct criminal investigations of any kind. However, if we have reason to believe that a User and/or a third party has engaged in any item listed above, we will report such activity to the proper authorities.

## **XI. Error Resolution and Cancellation**

What to do if you think there has been an error or problem:

If you think there has been an error or problem with your remittance transfer, you must notify us immediately using one of the three methods below:

- Call us at (855) 369-8493; or
- Write us at WikiTechnologies, Inc. 1541 Ocean Avenue Suite 200 Santa Monica, CA 90401; or
- E-mail us at [contact@wikipay.com](mailto:contact@wikipay.com)

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

- (1) Your name and address;
- (2) The error or problem with the transfer, and why you believe it is an error or problem;
- (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address;
- (4) The dollar amount of the transfer; and
- (5) The confirmation code or number of the transaction.

We will determine whether an error occurred within ten (10) days after you contact us and we will correct any error promptly. We will tell you the results within three (3) 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.

What to do if you want to cancel a remittance transfer:

You have the right to cancel a payment of fifteen (15) dollars or more and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at either (855) 369-8493 or [contact@wikipay.com](mailto:contact@wikipay.com) within 30 minutes of payment for the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

Residents of the State of California have the following Right to Refund:

You will be entitled to a refund of the transmittal amount if Wiki has not transferred the funds within then (10) days of the date you sent the ACH. If your instructions associated with the send money transfer were not complied with, we will refund your full transmittal amount.

## **XII. Liability**

**General.** THE WIKIPAY WEBSITE AND PLATFORM INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS". WIKI AND/OR ITS SUPPLIERS, DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING THERETO, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. USE OF THE WIKIPAY WEBSITE AND/OR THE PLATFORM IS AT EACH USERS' OWN RISK, INCLUDING RISKS INHERENT IN COMPUTER USAGE SUCH AS VIRUSES. WIKIPAY AND/OR ITS SUPPLIERS AND PROVIDERS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE DELAY, USE OR THE INABILITY TO USE THE WEBSITE AND/OR WIKIPAY'S SERVICES.

## **XIII. Arbitration**

Any controversy, claim or dispute arising out of or relating to this Agreement between you and Wiki will be settled (a) first, by good faith negotiation between us or our representatives who have

authority to resolve the dispute; (b) if necessary, by non-binding mediation by telephone, or if personal meeting is necessary, at a location reasonably convenient to you and us, using a neutral mediator. In any mediation, the parties will equally share the cost of the mediator and otherwise bear their own respective costs; or (c) if no resolution is agreed upon, upon request of either party, by binding arbitration. Such arbitration will be conducted by one arbitrator mutually acceptable to both you and us (and if no agreement is reached, by the AAA) in accordance with the rules of the American Arbitration Association, which will arbitrate the controversy, claim or dispute between you and Wiki. Any decision and award rendered by the arbitrator will be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims or disputes will be settled in this manner in lieu of any legal action in court. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES INAPPLICABLE, THEN EACH PARTY WAIVES ALL RIGHT TO TRIAL BY JURY. Each party will bear its own costs and attorney's fees arising out of any dispute, and the arbitrator's fees will be paid as awarded by the arbitrator.

#### **XIV. Other Provisions.**

Copyright, Trademark and Service Mark Notices. The WikiPay website and platform may contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the website are copyrighted as a collective work under the United States copyright laws. All rights are reserved regarding all contents of the WikiPay website and platform. WikiPay is a registered trademark of WikiTechnologies, Inc. © 2016. "Metropolitan" and "Metropolitan Commercial Bank" are registered trademarks of Metropolitan Commercial Bank © 2016.

Governing Law. This Agreement between you and us shall be governed by and construed in accordance with the laws of the State of Massachusetts. Any claim arising out of or relating to this Agreement or the provision of services offered by Wiki that cannot be resolved by contacting Wiki shall be brought exclusively in the state or federal courts located in the State of Massachusetts.

Severability. This Agreement is intended to be enforced as written. However, if any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized arbitrator or court having jurisdiction, the remainder of this Agreement be enforced to the fullest extent permitted by law.

Other Terms. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### **XV. Communication with Wiki.**

Any communication with Wiki, including a Notice to Terminate a preauthorized electronic debit as described in Section IV herein, should be made by email to the following email address: [contact@wikipay.com](mailto:contact@wikipay.com). You may also call us at (855) 369-8493, but notices will not be effective unless received by us at the above email address indicated.

We welcome your comments on how we might improve our services, or how to resolve any problems you may encounter.