

This User Agreement ("Agreement") is effective as of August 1, 2023. It outlines the terms by which you will be bound when using the services accessible on [Maxi Money Status] ("Service"). Do not use the Service if you do not agree to be bound by these terms.

As this agreement is operated, the terms "Maxi", "we", "us" and "our" refer to Maxitransfers LLC., a corporation of the state of Delaware USA, together with its employees, directors, successors, and assignees. The terms "you" and "your" refer to the Application users, "consumers" or "senders."

## **1. MOBILE APP- MAXI MONEY STATUS**

The mobile App is designed to validate and track your transaction completed through an authorized agent and processed by Maxitransfers LLC.

Remember to send money to people you know, like friends and family. As a consumer, you must be cautioned against sending money to strangers, especially those claiming an emergency, without proper verification of the situation.

The Maxi Money Status allows users to track the status of their international money transfers from the United States to other countries processed by Maxitransfers. A consumer or sender uses the service to send money and a "recipient" receives money through a Maxi intermediary. A "transaction" refers to an order to send money through Maxitransfers. The "transaction amount" is the amount in US dollars that the consumer or sender provides to Maxitransfers for transmission to the recipient. The "Payment Amount" is the amount paid to the recipient in the local or requested currency.

## **2. ELIGIBILITY FOR THE USE OF MAXI MONEY STATUS**

1. The consumer must be 18 years of age or the age of majority to be considered in the related State, to use the money transfer service and to be able to create an account, access or use Maxi Money Status as a consumer or sender. You must be able to sign legally binding contracts under applicable law. Other restrictions may apply.
2. Others. You may not validate or view a transaction on behalf of any person other than the consumer.
3. Residence within the United States. The Service is available only to residents of the United States.
4. Acceptance. The beneficiary may receive less money due to fees from the beneficiary bank and related foreign taxes. Your transaction may be delayed or canceled for certain aspects of the service including, but not limited to: Identity verification, validation of your transaction instructions, potential fraud, compliance validation, agent hours, currency availability from our payment services provider or ultimately unavailability due to compliance with related laws or local holidays.
5. Maxitransfers LLC is an authorized licensee within the United States. Maxitransfers LLC is not licensed or permitted to provide money transfer services outside of the United States of America.
6. Consumer account. The consumer or senders can only have one active account. If we determine that a consumer or sender is using multiple accounts, we reserve the right to merge or terminate one or more of the accounts, limit use of, or access to, the Maxi Money Status to the related consumer.

### **3. RECEIVE A REMITTANCE (IF APPLICABLE)**

1. Maxitransfers has agreements with related local banks and other Foreign Payees (each a "Correspondent") to distribute funds to recipients. As a consumer or sender, you designate your recipient as authorized to receive the funds transmitted through Maxitransfers. We will provide up-to-date information in this mobile application about the status of the transaction and the requirement for additional information to complete the transaction requested by the consumer or sender.
2. Verification. Recipients should be able to show proof of ID before receiving the funds by presenting a valid ID. Additionally, recipients may be required to provide a reference number or similar identifier associated with their transactions.
3. Non-eligibility. Your Payment Instrument may be refused to certain consumers or senders, as well as from certain recipients who are included in the list of specially designated nationals.

### **4. HOW AND WHY WE COLLECT PERSONAL INFORMATION**

1. Privacy Policy. Accepting this agreement allows you to recognize and accept Maxitransfers LLC's privacy policy."
2. Customer identification program. United States law requires that we collect, verify, and record information about you. We may ask you to provide us with non-public, personally identifiable information.
3. Limitations on Use of Your Confidential Information. Maxi is committed to protecting the privacy and security of our consumers. Maxi does not disclose any non-public personal or financial information about its consumers to third parties except as permitted by law and, if necessary, to complete the consumer transaction as requested and authorized.

### **5. ERROR RESOLUTION, CANCELLATIONS AND REFUNDS**

4. Error resolution. Let us know at any time if you have any problems with the Service. Your transaction may be delayed or canceled for certain aspects of the service including, but not limited to: Identity verification, validation of your transaction instructions, potential fraud, compliance validation, agent hours, currency availability from our payers' services or ultimately unavailability due to compliance with related laws or local holidays. However, the consumer is entitled to a transaction refund under certain circumstances, as described below. Error Resolution and Cancellation Notification: You have the right to dispute errors in your transaction. If you believe there is an error, contact us within 180 days at (866) 216-2852 or [customerservice@maxillc.com](mailto:customerservice@maxillc.com) You may also contact us and request a written explanation of your rights. You can cancel your transfer and request a full refund within 30 minutes of making the transaction unless the funds have already been collected or deposited.
5. Cancellations and refunds. You can cancel your transaction at any time before its completion. Completion means that your recipient has collected the funds designated by the consumer or sender, either through cash withdrawal, home delivery, or bank account deposit. Upon receipt of a cancellation request, we may confirm with our service providers to determine if the transaction has been completed before initiating a refund. For cancellations, please contact our call center at (866) 367-6294 or customer service at (866) 216-2852 or send an email to [customerservice@maxillc.com](mailto:customerservice@maxillc.com), or you can request this cancellation through the same agency that processed your transaction. Maxi can refund your transaction in cash or in the same form of payment that the consumer initially provided for the money transfer. Please note that residents of certain jurisdictions may have certain refund rights and complaint procedures, as described here:

- Washington. As a sender located in Washington State, you are entitled to a refund of all monies received for broadcasting within ten days of receipt of a written refund request unless:
  - The money has been transmitted and delivered to the recipient prior to receipt of the written request for a refund.
  - Maxi, or its authorized delegate, has reason to believe that a crime has occurred, is occurring, or could occur as a result of transmitting the money as requested by the customer or refunding the money as requested by the customer; either
  - By law, Maxi is prohibited from making a refund.
- Texas. As a sender located in the state of Texas, you have the right to cancel a transaction and receive an immediate refund of all monies collected for the remittance, including any fees paid to Maxi, within thirty minutes of receiving the receipt, unless that the intended recipient of the transaction has received the funds, or their equivalent.
- If you have a complaint, first contact the Maxitransfers, LLC Consumer Assistance Division at 1-866-36-6294, if you still have an unresolved complaint regarding money transmission 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)] (<http://www.dob.texas.gov>)

6. 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 contact the money transmitter licensing authority in your state.

## **6. MAXI INTELLECTUAL PROPERTY**

You acknowledge that the Service, including the content of this mobile application, texts, graphics, logos and images, as well as all other Maxi copyrights, trademarks, logos and names of products and services are the exclusive property of Maxitransfers, LLC.

You agree not to display, use, copy or modify the Maxi Intellectual Property in any way. You are solely authorized to view and retain one copy of this mobile application for your personal, non-commercial use.

You further agree not to: (i) use any robot, spider, scraper, or other automated device to access this Application; (ii) remove or alter any author, trademark or other proprietary notice or legend displayed on

this Mobile Application (or printed pages thereof); or (iii) infringes Maxi's or third parties' copyrights, patents, trademarks, trade secrets or other intellectual property rights or rights of publicity or privacy.

## **7. RESOLUTION OF DISPUTES AND APPLICABLE LAW**

Applicable Law. This Agreement shall be governed by the laws of the State of Texas, and all activities conducted in connection with the Service shall be deemed to be conducted in Texas. Any controversy, dispute or claim arising out of or related to the Service or Agreement (a "Claim") shall be governed by and construed in accordance with the laws of Texas, excluding its body of law governing conflicts of laws.

## 8. COMMUNICATIONS

You acknowledge that this Agreement will be entered electronically, and that the following categories of information ("Communications") may be provided by electronic means: (i) this Agreement and any amendments, modifications, or supplements thereto; (ii) your transaction records through the Service (iii) any initial, periodic or other disclosures or notices provided in connection with the Service, including, without limitation, those required by federal or state law; (iv) any customer service communications, including, without limitation, communications regarding claims of error or unauthorized use of the Service; (v) any other communication related to the Service or Maxi.

## 9. MISCELLANEOUS

1. Entire Agreement. The Agreement constitutes the entire agreement between you and Maxi and governs your use of the Mobile Application, superseding any prior agreements between you and Maxi.

2. No waiver. The failure of Maxi 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 to be invalid by an arbitrator or court of competent jurisdiction, the parties agree that the arbitrator or court shall endeavor to give duly valid effect to the intent of the Agreement as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect.

3. Force majeure. We will not be responsible for any failure or delay in the performance of the Service to the extent that such failure or delay is caused by matters beyond our reasonable control, including, without limitation: changes in applicable laws; shutdown or unavailability of required physical and network infrastructure; sovereign default; power or internet failure; civil disturbances; war; and earthquakes, fires, flood, or other natural disasters.

4. Modification. We may modify this agreement from time to time without notice to you, except as required by law. You can review the most recent version of the Agreement at any time by reviewing this mobile application. You may terminate your use of this mobile application if you do not agree to any modification or amendment. If you use this mobile application after the effective date of an amendment or modification, you will be deemed to have accepted that amendment or modification. You agree that you will not modify this agreement and you acknowledge that any attempt by you to modify it will be void.

5. Other terms. This Agreement may be supplemented by terms applicable to other promotions, our Referral Program, and other terms applicable to you based on your use of this mobile application. These terms are incorporated into this agreement by reference.

To the extent any of these terms are determined to conflict with this agreement, this agreement will prevail.

## 10. SECURITY

Your security is very important to Maxi, and we use various security measures to ensure your information is safe. We recommend you think carefully before sending money to someone you don't know well. You should be wary of offers or offers that seem too good to be true. If you think you have been or may be a victim of fraud, contact us immediately by phone at 1-866-367-6294 or [customerservice@maxillc.com](mailto:customerservice@maxillc.com)

If you know anyone or any entity misusing the Service, please email us at [customerservice@maxillc.com](mailto:customerservice@maxillc.com).

If you receive fake (phishing) emails pretending to be from Maxi, please forward them to us at [customerservice@maxillc.com](mailto:customerservice@maxillc.com)



## **11. LANGUAGE**

This Agreement is drafted in English and Spanish translations may be provided. You agree that the English version of this Agreement shall prevail in the event of any inconsistency between the English and translated versions in any dispute relating to this Agreement.

## **12. CONTACT INFORMATION**

Questions, notifications, and requests for reimbursement or additional information can be submitted to Maxi as follows: by phone at 1-866-367-6294 or [customerservice@maxillc.com](mailto:customerservice@maxillc.com); or by mail to Maxitransfers LLC, Attn: Customer Service, at 222 Las Colinas Blvd West, suite. #2000, Irving, TX 75039.