

Introduction

Effective date: September 30, 2026.

Airwallet is a payment and subscription solution offered by Airwallet ApS and Airwallet Inc. ("Airwallet"). You can find the information about our current solutions on airwallet.net.

These terms and conditions apply and are legally binding to all users of solutions, developed by Airwallet.

If you are situated in the EU, or in Gibraltar, Hong Kong, India, Japan, Malaysia, Mexico, Norway, Switzerland, Thailand, the UAE, or the UK, you must read and approve the Airwallet ApS Terms and Conditions in paragraph 1-20.

If you are NOT situated in any of the aforementioned countries (e.g., the US or Australia), you must read and approve the Airwallet Inc. Terms and Conditions in paragraph 21-39.

In the event of any discrepancies between the translated versions of these terms and the English version, the English version shall prevail. The English version will be the governing version for the purpose of interpreting and resolving any disputes.

When the app carries another brand. The Airwallet service is sometimes offered through an app that carries the brand of one of our partners rather than the Airwallet name. Some partners provide the service under their own terms and conditions; where that is the case, those terms apply to your use of that app and this document does not. For other partner apps, these Airwallet terms are the ones that apply, and the service is provided by Airwallet under these terms just as it would be in the Airwallet app.

Airwallet ApS Terms and Conditions

1. Terms of the agreement

By using the solution you accept these terms and conditions and at the same time agree to abide by them. If at any time you do not accept or are unable to comply

with the terms of the agreement, you are not entitled to use any solutions developed by Airwallet.

The period of validity of this agreement will continue as long as you are actively using Airwallet. If you have an entire billing period without activity (e.g., wash or refill), the period of validity will end on the last day of the next billing period. Should you resume the use of Airwallet in the following billing period, the agreement will continue in force.

2. Parties to the agreement

When you sign up for Airwallet, you enter an agreement with Airwallet ApS. Pakhusgården 28, 5000 Odense C, Denmark. CVR: 38397583. Our email address is: contact@airwallet.net and our phone no. is +45 7870 9999.

Any questions regarding service-related issues should be addressed directly to us via the contact information you find in these terms and conditions.

3. What is needed for you to sign up?

To sign up you must be at least 13 years old and have:

- a mobile device (e.g. smartphone or tablet) and download Airwallet.
- an international phone number.
- a valid payment method, for example a debit or credit card issued by MasterCard, Discover, American Express, JCB, or Visa. You must use your own name for registration.

We store your entered information in the Airwallet system or with our Payment provider Stripe Inc.

4. Registration and using the solution

The first time you start Airwallet, you must register as a user by following the instructions in the app.

If you are under 18, your parents/guardians must accept that you register. Airwallet ApS is entitled to close access to Airwallet if this is not respected.

You can only add one payment method after your registration but can change the payment method if necessary.

When you have created your account in the Airwallet app, you can use the services connected to Airwallet solutions by two models either:

Sign up for a subscription and pay monthly in advance (the "Subscription Price") until you cancel your subscription. Each month you subscribe to the membership is called the "Subscription Period".

Or

Pay per wash or dry cycle every time you use the services.

Which Airwallet solution is available to you is decided by the owner of the service connected to Airwallet. When you select the service you want to use, you will be presented with the model.

To access and when signing up to the solution, you must accept the following conditions:

- We monitor your usage in the subscription period.
- You may not use or allow others to use the solution for illegal or inappropriate purposes.

Third-party systems at some locations. At some locations, starting a machine and taking payment may be carried out through a third-party system that the location has authorised to work with Airwallet. Your use is still covered by these terms.

5. Payment and invoicing

Errors must be reported to Customer Service before leaving the washing system on phone +45 7870 9999 or contact@airwallet.net.

Upon the registration of your payment information, a third party, approved in accordance with International Security Standards (PCI DSS - Payment Card Industry Data Security Standard), registers and stores on behalf of Airwallet the payment information necessary for the use of the service.

Information about your completed purchases can be found under 'Activities' on your Airwallet app.

Single purchase and subscription plan upgrades, made at the Airwallet service, can be refunded up to 180 days after the last charge on your payment method.

5.1 Subscriptions

It is a prerequisite for using a subscription for washing that you register and continuously update your payment information.

Subscription for laundry is paid in advance, a month after the subscription is started, and on the same date the following months. If the date is a holiday, the charge will be moved to the nearest bank day. The amount is deducted from the payment method that you have specified in connection with your registration.

Subscribers can purchase a larger subscription plan in the Airwallet app. You will be charged the difference between your old and new subscription package when upgrading to a larger package.

Airwallet reserves the right to modify the terms and features of any subscription at its discretion.

5.2 Balance and refill

You can add a balance to your account. Your balance increases when you refill it and decreases when you make purchases.

Minimum top-up. A minimum top-up amount may apply when you add funds to your balance. Where it applies, the minimum is shown in the app before you confirm, and you can read more in our [help article on minimum top-up amounts](#).

Processing fee. For small top-ups, a processing fee may apply to cover the cost of processing the top-up. Where it applies, the fee is shown in the app before you confirm, and you can read more in our [help article on the processing fee for small top-ups](#).

You can choose to enable auto-refill. This feature automatically refills your balance by an amount you set whenever it falls below your chosen threshold. You can change the amount, the threshold, or disable auto-refill at any time.

You can view your balance under 'Activities' in the Airwallet app.

You can request a refund of your balance on the 'Add to balance' page in the app. When you request a refund, an administration fee is deducted from the amount

refunded, and the remainder is returned to your selected payment method within five to ten working days.

Your balance will automatically be refunded if you delete your account or if a change in location requires a different currency. You can then refill your balance in the new currency.

6. Commitment

There is no commitment in Airwallet. If you are a subscription user, you can terminate your subscription 2 bank days before the next billing period. You can terminate your subscription in the Airwallet app or by contacting Airwallet on +45 7870 9999 or contact@airwallet.net. You can see your upcoming billing period in the Airwallet app in the menu 'Subscription'. Please note that if you terminate your account, the period of validity terminates along with the end of the next billing period.

7. Activation code and self-selected code

When you sign up for Airwallet, you need to confirm your phone number with a sent activation code and create a self-selected code that should not be identical to the PIN on the card you register. At the same time, we recommend that you do not use a code with the same or consecutive numbers, or the same code that you unlock your mobile device with.

Once you have logged in to the app, you do not need to use a code to pay. If your mobile device supports it, your biometric authentication such as fingerprint can be used as a replacement for the 4-digit code. You should be aware that any biometric authentication stored on your mobile device can be used to log on to Airwallet and use the features. You are therefore required to ensure that you have enabled your own biometric authentication only.

8. Other obligations

You have a duty to ensure that the information you provide is accurate and up-to-date. This applies, for example, to a card or mobile phone number. Airwallet does not control this. Your Airwallet account is personal and may only be used by you.

Do not disclose your codes to others, write them down, or store them on your mobile device. Airwallet may only be used for legitimate purposes.

You may not use Airwallet for payment if you are aware that there is no payment coverage. To prevent misuse of Airwallet, keep your mobile device so that others cannot get unrestricted access. If possible, lock the device with a code or keypad lock. The code must not be disclosed to others.

You have a duty to further identify yourself to Airwallet ApS if required by law.

9. Good to know about the right of withdrawal

After the Consumer Contracts Act (Forbrugeraftaleloven), you can cancel this agreement within 14 days after you have signed up for the Airwallet - see the next section.

The deadline for the right of withdrawal is calculated as a starting point from the day you receive the agreed service. However, this only applies if you at the same time receive the information that you are entitled to under the Consumer Contracts Act (Forbrugeraftaleloven) - including the right of cancellation and the product you have ordered. Otherwise, the deadline is counted from the day you receive the information.

If the last day of the withdrawal period falls on a Saturday, Sunday, public holiday, constitution day, Christmas Eve, New Year's Eve or Friday after Ascension Day, the deadline will expire on the following working day.

The cancellation right lapses before the expiry of the 14-day deadline when the agreement, upon your express request, has been met by both you and Airwallet ApS. This will often be the case, for example, with payment transfers. NOTE: This means that if you have first transferred amounts via Airwallet, you cannot cancel the agreement.

If you regret the agreement, simply write to Airwallet ApS before the deadline expires, and notify us that you want to exercise your right of withdrawal.

10. Blocking

10.1 Airwallet ApS's blocking of Airwallet

Airwallet ApS is entitled, without notice, to block your access to use the Airwallet app for security reasons and/or suspected unauthorized use, including if:

- the payment method associated with Airwallet is closed or blocked.
- the conditions for Airwallet are not met and this entails a risk to security or to unauthorized use.
- The phone number associated with Airwallet has been abused or allegedly abused.
- Airwallet has been abused or allegedly abused by third parties.

In addition, we can block access to Airwallet without notice if the Airwallet user is wholly or partly covered by sanctions from the Danish authorities, the EU or the UN, cf. the Ministry of Foreign Affairs' overview of sanctions, or the like (e.g. US authorities such as Office of Foreign Assets Control).

Furthermore, we can block access to Airwallet without notice if the Airwallet user does not provide Airwallet ApS with the information that Airwallet ApS is required to obtain from the Airwallet user under the law, for example under the Money Laundering Act (Hvidvaskloven) or the Tax Control Act (Skattekontrolloven).

When we block access to Airwallet, we will notify you in advance of the reason and date and time of the block. If a pre-notice will damage the security, we will notify you immediately after the blocking.

10.2 Your Airwallet block

You must contact us as soon as possible to block Airwallet if the mobile phone, SIM card and / or associated payment method is lost or stolen or if you suspect or discover that your Airwallet has been abused.

You can block your Airwallet in our opening hours by calling at (+45) 7870 9999 and informing your phone number. Then we close the access and send you an SMS with the reason, date and time of the block.

11. Termination

11.1 Your termination of Airwallet

You can terminate your Airwallet agreement with Airwallet ApS in writing or by telephone without notice. If you hand over the phone number or close your telephone subscription, it is especially important that you change the mobile phone number in Airwallet beforehand or terminate the Airwallet agreement. Please note that deleting the app is not enough to terminate your agreement with us.

11.2 Airwallet ApS's termination / cancellation of Airwallet

With two months' notice, Airwallet ApS can terminate the agreement of Airwallet. In the event of a violation, we may terminate the agreement without notice.

If you have not used Airwallet for an entire billing period, the period of validity will end on the last day of the next billing period.

In some countries, if you do not use your account for twelve months, your remaining balance may be captured and will no longer be available to you. Before this happens we will warn you twice, thirty days before and again seven days before, so you have time to use your balance or request it back. Using your account at any time resets the twelve-month period.

Any claims for refunds of your balance prior to the end of the period of validity is subject to the fees stipulated in Section 12 below.

12. Fees

Airwallet is available in many different countries and locations, which means prices can vary. You can always check the exact price directly in the app when making a booking or payment, or reach out to our support team if you need the details for a specific location.

Besides the price of using a machine, the following charges may apply.

Missed booking

If you reserve a machine and do not start it, a missed-booking charge may be deducted from your balance. This encourages active use of reservations so machines stay available for others. Whether the charge applies depends on the

location you are using; it is set by the business that runs that location. The app shows you whether a charge applies before you confirm a reservation.

Booking deposit

Some locations may require a small upfront payment when reserving a machine. This payment is in addition to the normal machine price and covers the reservation service.

Refund administration fee. If you ask for a refund of your balance, an administration fee is deducted from the amount refunded. See section 5.2.

Processing fee. For small top-ups, a processing fee may apply. See section 5.2.

Unused balance after long inactivity. If your account is inactive for a long period, your remaining balance may be captured. See section 11.2.

13. Changes

You will be notified in your app if we change the terms. We can change them without notice if the changes are for your benefit. If not, you will receive two months' notice.

If you do not want to be covered by the new terms, please let us know. If you state that you do not wish to be subject to the new terms, we consider the Airwallet Agreement to have ceased from the date the new terms become effective. If we do not hear from you, we regard it as your acceptance of the changes.

14. Intellectual property rights and license

14.1 Intellectual property rights

All copyrights, trademarks and other intellectual property rights relating to the Airwallet products and their functions are the property of Airwallet ApS. You may not reproduce, copy, display, transfer, disclose or otherwise use these intellectual property rights or the Airwallet products, except to the extent necessary to use the Airwallet products as provided in these terms. However, you may download and copy information and materials on Airwallet's website for your own personal use.

14.2 License to the Airwallet App

You get a non-exclusive and non-transferable license to use the Airwallet app as provided in these conditions on any smartphone or tablet (iOS, Android, or App Gallery) that you own or control. You may not distribute, rent, lease, lend, sub-license, assign, sell or make the App available over a network. Also, do not attempt to derive source code, modify, or create derivative works from the Airwallet app.

15. Electronic trails

When you download the app, sign up and use Airwallet, Airwallet ApS will collect information that you leave as an electronic trail for your use of the Airwallet app, such as which screens in the Airwallet app you have been on, which mobile device you use, which operating system you have and what IP address you have. Airwallet ApS will use your phone for software maintenance of all installed Airwallet devices. This is a requirement if you choose to use Airwallet.

We use the information when we run the operation and compile statistics, for example to improve Airwallet. For technical reasons, it is not possible to use Airwallet without the use of electronic trails. The electronic trails cannot be used to collect personal information about you. You must uninstall the app if you no longer want to leave electronic trails.

16. Communication

This agreement is available in English and in the language of your country where we provide a translation. Our day-to-day communication takes place in English. In the event of any difference between a translation and the English version, the English version prevails.

You will generally receive all notifications under this agreement in your Airwallet app. In certain situations, we will also use the phone number you provided.

17. Airwallet ApS's liability for damages

Here you can read more about Airwallet ApS's liability for damages.

Airwallet ApS is liable for damages if, due to maladministration, meets agreed obligations too late or defective.

Even in those areas where stricter liability applies, Airwallet ApS is not liable for any loss caused by:

- breakdown in / lack of access to IT systems or damage to data in these systems, which can be attributed to the events listed below regardless of whether it is Airwallet ApS itself or an external supplier responsible for operating the systems, failure of Airwallet ApS's power supply or telecommunications, legal or administrative acts, natural disasters, war, rebellion, civil unrest, sabotage, terror or vandalism (including computer viruses and hacking).
- strike, lockout, boycott or blockade, whether the conflict is aimed at or initiated by Airwallet ApS itself or its organization, and regardless of the cause of the conflict. This also applies where the conflict only affects parts of Airwallet.
- other circumstances beyond Airwallet ApS's control.

Airwallet ApS's discharge does not apply if:

- Airwallet ApS should have anticipated the cause of the loss when the agreement was concluded or should have avoided or overcome the cause of the loss.
- In any case, the legislation makes Airwallet ApS responsible for the cause of the loss.

Please note that Airwallet ApS is not responsible for any defects in the goods or services provided by the traders. If you have any complaints regarding the supply of goods, services or collections, you must contact the trader and / or the collector.

Airwallet ApS assumes no responsibility for the trader's behaviour in general.

18. Applicable law and venue

The agreement and any dispute arising out of this agreement are governed by Danish law and must be dealt with by a Danish court. This applies without regard to international private law rules that may lead to the application of law other than Danish law.

19. Complaints

You can always contact Airwallet ApS if you disagree with us. You are also welcome to call (+45) 7870 9999. In this way, we ensure that the disagreement does not depend on a misunderstanding.

If you still disagree or are dissatisfied with the result, write to contact@airwallet.net.

20. New copy of the terms

You can always find the latest version of the terms in your app or on airwallet.net.

Airwallet Inc. Terms and Conditions

21. General Terms and Conditions for Services

Airwallet Inc. is the owner and operator of a solution for laundry software services and has developed an application (the "App") to access, book, and pay for laundromat washing and drying services, as well as to use other services offered by Airwallet from time to time (collectively, with the App the "Services"). These Terms, including Airwallet's Privacy Policy (collectively, the "Agreement"), set out the terms and conditions of your use of the Services and the App. Your use of the Services and the App is expressly conditioned on your acceptance of these Terms.

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE "I ACCEPT" BUTTON BELOW OR BY ACCESSING OR USING THE SERVICES (the "Effective Date"). BY CLICKING ON THE "I ACCEPT" BUTTON BELOW OR BY ACCESSING OR USING THE SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE SELECT THE ARROW IN THE UPPER LEFT CORNER TO GO BACK. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE CLOUD SERVICES.

22. Services

Your use of the Services and the App is governed by the terms of this Agreement, and Airwallet may monitor your use of the Services and the App to ensure that you are following these terms. The Services and the App may not be used for unlawful, fraudulent, offensive, or obscene activity, as further described and set forth in this Agreement, which may be amended from time to time and is incorporated herein by reference. You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements as updated from time to time.

To use Airwallet's Services and the App, you will need compatible hardware, software (latest version recommended and sometimes required), and access to the internet and/or mobile data (please note that fees may apply depending on your provider). The use of the App, access to the Services, and their performance may be affected by these factors.

Third-party systems at some locations. At some locations, starting a machine and taking payment may be carried out through a third-party system that the location has authorised to work with Airwallet. Your use is still covered by these terms.

23. Account

To use the Services and the App, you will be required to register to use the Services through the App (an "Account"). Your Account is valuable, and you are solely responsible for maintaining its confidentiality and security and keeping your passwords and access credentials safe and confidential. You will not sell or transfer them to any other person or entity. Airwallet is not responsible for any losses arising from the unauthorized use of your account. Please contact Airwallet if you suspect that your account has been compromised. You agree to provide accurate, true, and complete information about yourself, and keep such information up to date when creating an Account.

In addition to the foregoing, you must be at least 13 years old to use the Services. If you are 13 years old, but under the legal age known as the age of legal majority in your state or country of residence (a minor), your parent or legal guardian must agree to these Terms on your behalf. Further, you agree and warrant that you; (1) are at least 18 years of age or older or possess legal parental or guardian consent; and (2) are fully able and competent to enter into these Terms, conditions, representations, and warranties set forth in these Terms.

24. Direct Payment

The Services allow you to book a laundromat through the App and pay directly for the laundry services offered by the respective laundromat business using an eligible payment method available at the business. Airwallet is not liable for any direct payment made to the business, and any payments made by you to the business are at your sole risk.

The Services also allow you to pay directly through the App for the Services by adding funds to your Account. You can use these funds to make payments directly to certain eligible laundromat businesses through the App to pay for laundromat washing and drying Services and other Services that you authorize (each, a "Payment"), and you can add your payment method to the Services. You agree that Airwallet may store and charge those payment methods for any Payment you make.

When you make a Payment to an eligible laundromat business using the Services, you authorize Airwallet to withdraw the necessary funds from your Account in accordance with your instructions, which may be provided either to us directly or to the business to which you are making the Payment. Airwallet will charge your selected payment method for any Payment, including any applicable taxes.

Your requested Payments may be declined if you do not have sufficient funds available in your Account to satisfy the requested Payment. The Services offer a feature that allows you to automatically add funds to your Account when the balance falls below a certain threshold. The amount of funds to be added and the threshold can be selected by you in the App and can be changed or disabled by you at any time. By using the auto-refill feature, you authorize Airwallet to charge the

payment method selected in your Account and add the amount of funds specified by you when the balance falls below the threshold you set.

Minimum top-up. A minimum top-up amount may apply when you add funds to your balance. Where it applies, the minimum is shown in the App before you confirm, and you can read more in our [help article on minimum top-up amounts](#).

Processing fee. For small top-ups, a processing fee may apply to cover the cost of processing the top-up. Where it applies, the fee is shown in the App before you confirm, and you can read more in our [help article on the processing fee for small top-ups](#).

You can view the balance from the “Activities” menu in the App. Without prejudice to any statutory rights you may have, you can request a refund from the “Add to Balance” page in the App. If you change location and this affects the currency selected in the App, the balance will be automatically refunded. When you request a refund, an administration fee is deducted from the amount refunded, and the remainder is returned to your selected payment method within five to ten working days.

25. Subscription

You may also purchase access to the Services on a subscription basis (a “Subscription”) for laundromat washing and drying Services and other Services. Based on the Subscription, you will receive a certain number of credits available in your Account, which can be viewed in the App, to be used to pay for the chosen services selected through the App at eligible businesses. Any unused credits in your Account will not be refunded and will expire upon termination of your Account.

The Subscription automatically renews until canceled in your Account settings in the App. Subscriptions are paid in advance, one month after the subscription is started, and on the same date in the following months. If the date falls on a holiday, the charge will be moved to the nearest business day. The amount is deducted from the payment method you selected when registering your Account. You will have the option, if eligible, to purchase a larger subscription plan in the App, and you will be charged the difference.

Airwallet will notify you of any price increase to the Subscription, and if required, your consent will be needed to continue.

In the event that Airwallet cannot charge your selected payment method for any reason, such as expiration or insufficient funds, and you have not canceled the Subscription, you remain responsible for any outstanding amounts. Airwallet will attempt to charge the updated payment method information you provide. This may result in a change to the start of your next subscription period and may alter the billing date for each period. Airwallet reserves the right to cancel your Subscription if it is unable to successfully charge your payment method (including for renewal).

Airwallet reserves the right to modify the terms and features of any subscription at its discretion.

26. Fees

Airwallet is available in many different countries and locations, which means prices can vary. You can always check the exact price directly in the app when making a booking or payment, or reach out to our support team if you need the details for a specific location.

Besides the price of using a machine, the following charges may apply.

Dormancy

If your Account is inactive for six consecutive months, a small monthly charge may be deducted from your balance. This continues until either your Account is reactivated by use or your balance is depleted. This charge covers the cost of maintaining inactive Accounts. The current amount is set out in our [help article on the administrative fee on inactive accounts](#).

Missed booking

If you reserve a machine and do not start it, a missed-booking charge may be deducted from your balance. This encourages active use of reservations so machines stay available for others. Whether the charge applies depends on the location you are using; it is set by the business that runs that location. The app shows you whether a charge applies before you confirm a reservation.

Booking deposit

Some locations may require a small upfront payment when reserving a machine. This payment is in addition to the normal machine price and covers the reservation service.

Refund administration fee. If you ask for a refund of your balance, an administration fee is deducted from the amount refunded. See section 24.

Processing fee. For small top-ups, a processing fee may apply. See section 24.

27. Disputes with Business

Airwallet is only offering Services that enable you to book washing and drying machines at an eligible laundromat business and make Payment for use of such laundry services offered by the laundromat business. Accordingly, Airwallet is not responsible for the quality, delivery, safety, legality, or any other aspect of goods or services for which Payments are made using the Services.

28. Termination and suspension

Airwallet may temporarily suspend or terminate, without notice to you, your access to any portion or all of the Services (including access to the App) and delete your Account if Airwallet suspects that you have failed to comply with the terms of this Agreement or if you actually fail to comply with the terms of this Agreement, or use the Services for fraudulent or illegal activities. Airwallet may also terminate and delete your Account if it is inactive for more than twelve (12) months. Airwallet will attempt to give you notice of any pending termination and deletion of your account due to inactivity via push notification. Any balance in the account will automatically be refunded when the account is terminated or deleted. An administration fee will be deducted from the remaining balance during the refund process. In the event Airwallet cannot process the refund due to an invalid payment method, Airwallet will retain the funds for the maximum period permitted by law and transfer the balance to the Federal unclaimed funds in accordance with applicable law if you have not provided another valid payment method to receive the refund.

Airwallet reserves the right, without notice to you, in its sole discretion, to make any changes to the Services and App, and any Content that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Airwallet's services to its customers; (ii) the competitive strength of or market for Airwallet's services; (iii) the Services' cost efficiency or performance; or (b) comply with applicable law.

Airwallet further reserves the right to discontinue the Services or any part thereof, or any Content, at any time with or without notice to you, and at its sole discretion.

Airwallet will not be liable to you or to any third party should it exercise its right to discontinue or change its Services.

29. Privacy

Airwallet collects, uses, and stores your information as a result of using our Services and the App. By using Services and the App, you agree that Airwallet may collect, transmit, store, and use information about you in accordance with our Privacy Policy. This information includes technical, location, login, or other details about you and your use of your account, payments, the App, and the Services.

You further acknowledge that: (1) in order for you to use the Services and make Payments, Airwallet's subcontractors, agents, affiliates, and payment network providers, as well as their subcontractors, agents, and affiliates, will have access to certain information about you and the Account and your use of the App, Services and Payments that you make; and (2) the use and disclosure of any personal information provided by you directly to Airwallet, the payment network used for the services, or other third parties supporting the services, will be governed by such parties' privacy policies and not by Airwallet's Privacy Policy.

You hereby authorize Airwallet, for compliance purposes and in order to provide the Services to you and for you to use the App, to obtain, verify, and record information and documentation directly or through a third party for the purpose of verifying your identity and payment information.

Airwallet Privacy Policy can be found in your app or on airwallet.net.

30. License to use the Services

Subject to and conditioned on your compliance with the terms and conditions of this Agreement, Airwallet hereby grants to you a non-exclusive, revocable, non-transferable, and non-sublicensable limited right to access and use the Services, solely for noncommercial use by you in accordance with the terms and conditions herein.

You agree that you will not, and shall not permit any other person to, access or use the Services except as expressly permitted by this Agreement and, in the case of third-party materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, you agree that you

will not, except as this Agreement expressly permits; (A) copy, modify, or create derivative works or improvements of the Services; (B) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services; (C) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or the App, in whole or in part; (D) bypass or breach any security device or protection used by the Services or the App; (E) input, upload, transmit, or otherwise provide to or through the Services or systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code; or (F) otherwise access or use the Services beyond the scope of the authorization granted under this Agreement.

31. Intellectual property

All material in the App, including text, audio, design, graphics, video, software, scripts, and derived therefrom (collectively “Content”) used to implement the Services, contain proprietary information and material that is owned by Airwallet, or licensed by Airwallet or its subsidiaries and affiliates, and are subject to and protected by United States and international copyright and intellectual property laws and rights. In addition, any trademarks, service marks, trade names, trade dress, and logos contained or described on the Site and in the App are the sole property of Airwallet and/or its licensors and may not be copied, altered, or otherwise used, in whole or in part, without the prior written authorization by the owner such mark.

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33. Disclaimer

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34. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL AIRWALLET GROUP BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA (INCLUDING WITHOUT LIMITATION COURSE INSTRUCTIONS, ASSIGNMENTS, AND MATERIALS), BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, THE APP, AND CONTENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND EVEN IF AIRWALLET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

In these circumstances, where Airwallet Group may not, as a matter of law, limit our liability, the extent of Airwallet Group liability, will be the minimum as permitted under the law that applies. In no event shall Airwallet Group's 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 four hundred and fifty dollars (\$450.00). The foregoing limitations will apply even if the above stated remedy fails its essential purpose.

The limitations of liability set forth herein are fundamental elements of the basis of the bargain between Airwallet and you. Accordingly, the Services (including any Content) offered on and through the App would not be provided, if it were not for such limitations set forth hereunder.

35. Indemnification

BY USING THE SERVICES AND THE APP AND CONTENT, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD AIRWALLET GROUP HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICES AND APP, OR ANY ACTION TAKEN BY AIRWALLET AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED.

YOU EXPLICITLY AGREE THAT YOU SHALL NOT, AND HEREBY WAIVE YOUR RIGHTS TO, SUE OR RECOVER ANY DAMAGES FROM AIRWALLET GROUP AS A RESULT OF ITS DECISION TO REMOVE OR DENY ACCESS TO ANY INFORMATION OR CONTENT, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES; APP; ACCOUNT, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF AIRWALLET'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED.

36. General

36.1 Severability

In the event that any provision of this Agreement is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

36.2 No Waiver

The failure of Airwallet to insist upon strict adherence to any term of this Agreement shall not constitute a waiver of such term and shall not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term contained in this Agreement.

All obligations and liabilities of the parties incurred prior to any termination or expiration of this Agreement, and all provisions that by their nature should survive termination, shall survive any termination or expiration of this Agreement.

36.3 Notice

If applicable, Airwallet may provide you with notices regarding the Services, including changes to this Agreement, by postings on our website and/or the Services.

37. Governing Law

All claims arising out of or relating to this Agreement or the Services or the App (including any Content) will be governed by the laws of the State of New York, excluding that state's conflict of laws rules, and will be litigated exclusively in the federal or state courts of New York County, New York; the parties consent to personal jurisdiction in those courts.

38. Change in Terms

Any new features, tools, products, or services which are added to the Services shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page.

We reserve the right to update, change, or replace any part of these Terms without prior notice or liability to you, subject to applicable law. Any notice if applicable will be provided in accordance with the Notice provision under these Terms (Section 36.3).

Your continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms.

39. Contact Information

Questions or any dissatisfaction with Services can be sent to us at: contact@airwallet.net.