

Terms of Service

Effective date: June 29th, 2026

Last updated: July 26, 2026

These Terms of Service ("Terms") are a contract between Wallet Inc., a Delaware corporation with offices at 275 E. Hillcrest Dr. #160-21, Thousand Oaks, CA 91360 ("Wallet", "we", "us", or "our"), and the business that registers for or uses our Service ("Merchant", "Customer", "you"). They govern your access to and use of the Wallet platform and related websites (collectively, the "Service").

If you enter into a separate signed order form or SaaS Services Agreement with us, that agreement governs and controls over any conflicting term here. If you are accepting these Terms on behalf of a business, you represent that you are authorized to bind that business.

Guests who use a Merchant's wallet are governed by our separate Guest Wallet Terms, not these Terms.

1. The Service

Wallet is a guest-engagement platform. It lets a Merchant offer its customers ("Guests") a personalized, white-label mobile wallet that reflects the Merchant's brand and supports the Merchant's loyalty, communications, and engagement across the customer lifecycle. We provide the Service on a subscription basis as described in your selected plan and any order form.

2. Eligibility and accounts

You must be at least 18 and able to form a binding contract. You agree to provide accurate, complete registration and billing information and to keep it current. You are responsible for your account credentials and for all activity under your account, and you must notify us promptly of any unauthorized use.

3. Subscriptions, plans, and billing

3.1 Plans. The Service is offered in tiers, including a universal free Visitor tier and paid tiers as described in our then-current plan catalog. Prices are as stated in that catalog or your order form and are not fixed by these Terms.

3.2 Billing motions. Plans are billed either (a) on a self-serve recurring basis (for example monthly) through our payment processor, or (b) by invoice for annual or consultative

engagements, as stated in your plan or order form.

3.3 Payment processing. Payments are processed by our third-party payment processor (currently Stripe) on Wallet's own account. By providing a payment method you authorize us (and our processor) to charge the applicable fees. We do not store full card numbers.

3.4 Auto-renewal. Subscriptions automatically renew for successive periods equal to the prior term unless you cancel before the renewal occurs. You may cancel at any time up to the moment of renewal, with no penalty; cancellation stops the next renewal but does not refund the current period (see Section 4).

3.5 Non-payment. We do not currently charge a late fee. We may suspend or terminate your account at any time for non-payment.

3.6 Fee changes. We may change fees effective at the start of a renewal term on at least 30 days' prior notice. Your continued use after the change takes effect constitutes acceptance.

3.7 Taxes. Fees are exclusive of taxes; you are responsible for applicable taxes other than taxes on our net income.

4. Refunds and cancellation

You may cancel your subscription at any time through your account or by contacting billing@wallet.inc; cancellation stops future renewals. On cancellation, your account is placed in a frozen state as described in Section 11 (Term and termination).

Subscription fees are non-refundable, except where required by law. Cancellation stops the next renewal but does not refund fees already paid or any unused portion of the current period. We are unable to offer refunds because we incur non-recoverable downstream costs (for example, message-delivery fees) as you use the Service. If you believe you were billed in error, contact billing@wallet.inc within 60 days of the charge and we will review it. This period does not limit any rights you may have under applicable law or under your card network's or issuer's dispute process.

5. Acceptable use and Merchant obligations

5.1 Lawful use. You will use the Service only in compliance with these Terms, our published policies, and all applicable laws.

5.2 Your Guests and consent. You are responsible for your relationship with your Guests. You represent, warrant, and covenant that you have obtained and will maintain, before collecting their data or sending them messages, all legally required consents, including valid

consent (for example, under the TCPA and CTIA guidelines) for any marketing messages you send to Guests through the Service.

5.3 Your content. You represent, warrant, and covenant that the content, offers, and communications you publish through the Service are lawful and do not infringe or misappropriate any third-party right, including intellectual property, privacy, and publicity rights. You are responsible for that content.

5.4 Prohibited uses. You will not reverse engineer the Service, resell or provide it to third parties except as permitted, remove proprietary notices, or use it to transmit unlawful, infringing, or harmful content. For messages sent through the Service, you will comply with all carrier and CTIA content rules and with Wallet's SMS Content Eligibility standards. Certain content is prohibited outright, including sexually explicit content, content that promotes hatred or violence, and content promoting cannabis or other unlawful substances. Other regulated categories, including alcohol, firearms, and tobacco, are restricted and are permitted only where allowed by those standards and applicable law and only with any required age-gating and consent. You will not use the Service to send gambling content; casino, gaming, and similar merchants may use the Service only for non-gambling communications, such as hospitality, dining, entertainment, promotional offers, and loyalty messages. Wallet may remove content or suspend messaging that does not comply.

5.5 SMS and messaging programs. If you send messages to Guests through the Service, you will: (a) obtain and maintain, before sending, the consent required by the Telephone Consumer Protection Act (TCPA), CTIA guidelines, and applicable state messaging and telemarketing laws (including, for marketing messages, prior express written consent); represent and warrant on an ongoing basis that you have done so for every recipient; obtain that consent through lawful means and not from purchased, rented, or scraped lists lacking valid consent; and retain records evidencing each recipient's consent for at least four years after the last message you send to that recipient, and provide them to Wallet promptly on request; (b) support HELP and honor STOP and other opt-out requests, including requests made in plain language, promptly and in any event within the time required by law; (c) send marketing messages only within the hours permitted by applicable law; (d) provide accurate sender identification and, where required, message-frequency and "message and data rates may apply" disclosures; and (e) not send prohibited content (section 5.4). Carriers are not liable for delayed or undelivered messages. Wallet may enforce these requirements at the platform level and may suspend messaging that does not comply.

5.6 Tags and analytics you add. If you add your own analytics, advertising, or other third-party tags to your wallet (for example, your own Google Analytics tag), you are the controller of the data they collect. You are responsible for configuring them lawfully, for obtaining any consent required, and for disclosing them in your own privacy notice, and you will not use

them to collect Guest data in violation of law or to target Guests based on sensitive categories without a lawful basis. Wallet does not control your tag configuration.

6. Guest data, privacy, and data processing

For Guest personal information processed through the Service, you are the controller and Wallet acts as your processor / service provider, processing that data on your documented instructions. You represent, warrant, and covenant that you have a lawful basis to collect the Guest data you provide to and process through the Service and to authorize Wallet's processing of it under these Terms. Our handling is described in our Privacy Policy and is governed by our Data Processing Addendum (DPA), which is incorporated by reference.

7. Merchant Credit

The Service may let you issue "Merchant Credit" to your Guests: store credit redeemable only for your own goods or services and never for cash. Merchant Credit is issued and honored by you, not by Wallet; it is not currency, is not purchasable by the Guest, and is your obligation, not Wallet's. The Service does not currently apply expiration or fees to Merchant Credit, and Wallet holds no funds behind it (we keep the balance record; you fulfill it). You are responsible for honoring Merchant Credit and for compliance with any applicable gift-card / store-credit and unclaimed-property laws.

8. Intellectual property and white-label license

8.1 Our IP. The Service, software, and all related intellectual property are and remain our exclusive property and that of our licensors.

8.2 Your content and data. You retain all rights in your content and your Guest data. You grant us a license to host, process, and display that content and data to provide the Service and, in aggregated or de-identified form that does not identify you or any Guest, to improve the Service. For Guest personal information, Wallet's processing is limited to your documented instructions under Section 6 and the DPA, which control over this Section 8.2 in the event of any conflict.

8.3 White-label use. We grant you a limited, non-exclusive, non-transferable license to use the Service under your own brand for the term of your subscription. Our trademarks may not be used without our prior written consent.

9. Confidentiality

Each party may receive non-public information of the other. The receiving party will protect it with reasonable care, use it only to perform under these Terms, and, on request, return or destroy it, excluding information that is public, already known, independently developed, or required to be disclosed by law. Each party's confidentiality obligations continue for so long as the information remains non-public (and, for trade secrets, for as long as they remain trade secrets). Guest personal information is governed by Section 6 and the DPA, not this Section.

10. Warranties and disclaimer

The Service is provided on an "AS IS" and "AS AVAILABLE" basis. To the maximum extent permitted by law, we disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, title, and non-infringement. We do not warrant that the Service will be uninterrupted or error-free. Any uptime or service-level commitment applies only if stated in an order form or SLA exhibit.

11. Term and termination

11.1 Term. These Terms apply for as long as you use the Service or have an account.

11.2 Cancellation and freeze. When you cancel or your subscription ends without cause, your account is placed in a frozen state: login and features are disabled and billing stops, and your data is retained for the period stated in our Data Retention schedule so you can return, subject to the Privacy Policy and the DPA.

11.3 Termination for cause. Either party may terminate for material breach not cured within 30 days (immediately for non-payment or for breach of Sections 5 or 8). On termination by Wallet for your breach of Section 5 or Section 8, Wallet may disable and, subject to the DPA and applicable law, delete your account and data without a return right.

11.4 Effect. Sections that by their nature should survive (fees owed, confidentiality, IP, disclaimers, limitation of liability, indemnification, governing law, and the General provisions) survive termination.

12. Limitation of liability

To the maximum extent permitted by law, neither party will be liable for indirect, incidental, special, consequential, or punitive damages, and our total liability arising out of or related to the Service will not exceed the greater of the fees you paid us for the Service in the twelve months before the event giving rise to the claim or one hundred US dollars (\$100). These limitations (both the exclusion of indirect and consequential damages and the dollar cap) do

not apply to your indemnification obligations under Section 13, to your breach of Sections 5, 8, or 9, to your infringement or misappropriation of Wallet's intellectual property or violation of the license grants in Section 8, or to amounts you owe for the Service. Nothing in these Terms limits liability that cannot be limited under applicable law.

13. Indemnification

13.1 Your indemnity. You will defend, indemnify, and hold harmless Wallet and its affiliates, and their officers, directors, employees, and agents (the "Wallet Parties"), from and against any third-party claim, demand, action, regulatory investigation, or proceeding, and all resulting damages, losses, statutory or civil penalties, judgments, settlements, and reasonable attorneys' fees and defense costs, arising out of or relating to: (a) your content; (b) your use of the Service; (c) your messaging to Guests, including any claim under the TCPA, CTIA guidelines, or any state messaging, telemarketing, or consumer-protection law, and any failure to obtain or maintain required consent; or (d) your breach of these Terms (including Sections 5.4 and 5.5) or of applicable law. This indemnity applies whether the claim is brought against you or against a Wallet Party, and regardless of the theory on which a Wallet Party is alleged to be liable, including as an alleged sender or initiator of a message or on a vicarious or agency basis. This obligation is not limited by Section 12.

13.2 Procedure. Wallet will promptly notify you of a claim; you will control the defense with counsel reasonably acceptable to Wallet; Wallet may participate with its own counsel at its own expense; and you will not settle any claim in a way that imposes liability, fault, or a non-monetary obligation on a Wallet Party, or that affects the Service, without Wallet's prior written consent. If you do not diligently assume the defense, Wallet may do so at your expense.

14. Governing law and disputes

These Terms are governed by the laws of the State of California, without regard to conflict-of-law rules. The parties submit to the exclusive jurisdiction of the state and federal courts located in Ventura County, California. Each party waives any right to a jury trial, and each party agrees to bring claims against the other only in its individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding. The prevailing party in any action to enforce these Terms is entitled to recover its reasonable costs and attorneys' fees. (Guest disputes are handled under the arbitration provision in the Guest Wallet Terms; that provision does not apply to Merchants.)

15. Changes to these Terms

We may modify these Terms; if a change is material we will provide reasonable notice (for example, by email or a notice on the Service) before it takes effect. Continued use after the effective date constitutes acceptance.

16. General

16.1 Entire agreement; order of precedence. These Terms, with any order form, SaaS Services Agreement, and the policies incorporated by reference, are the entire agreement between the parties regarding the Service. In the event of a conflict, the following order controls: (1) an order form or SaaS Services Agreement signed by both parties; (2) the Data Processing Addendum, for matters involving personal data; (3) these Terms; and (4) the other incorporated policies.

16.2 Severability. If any provision is unenforceable, it will be enforced to the maximum extent permitted and, if it cannot be, severed, and the rest remains in effect.

16.3 Assignment. You may not assign these Terms without our consent; we may assign them in connection with a merger, financing, or sale of assets.

16.4 No waiver. No failure or delay in exercising any right is a waiver of it, and no waiver is effective unless in writing.

16.5 Force majeure. Neither party is liable for any delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including acts of God, outages of carriers or third-party infrastructure, labor disputes, and governmental action.

16.6 Third-party beneficiaries. The Wallet Parties are intended third-party beneficiaries of Section 13 and may enforce it. Except as stated, these Terms create no third-party-beneficiary rights.

16.7 Relationship of the parties. The parties are independent contractors. These Terms create no partnership, joint venture, agency, or employment relationship.

16.8 Export and sanctions. Each party will comply with applicable export-control and economic-sanctions laws, and you will not use the Service in violation of them.

16.9 Notices. Notices to us go to legal@wallet.inc. Notices to you may be sent to the email or account address on file, and are effective when sent.

17. Contact

Questions about these Terms: legal@wallet.inc. Billing questions: billing@wallet.inc. Wallet Inc., a Delaware corporation, 275 E. Hillcrest Dr. #160-21, Thousand Oaks, CA 91360.