



## SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** (the “**Service Agreement**” or “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_ **2023**, by and between CRYPTONMOBILE, a Georgia limited liability company (the “**Service Provider**”, “**We**”, “**Us**” or “**Our**”), and \_\_\_\_\_ having an address of \_\_\_\_\_ (the “**Service Recipient**”, “**You**” or “**Your**”).

## BACKGROUND STATEMENT

The Service Recipient desires to engage the Service Provider to provide certain services upon the terms and conditions hereinafter set forth. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

### ARTICLE I ENGAGEMENT OF THE SERVICE PROVIDER

#### 1.1 Engagement for Services.

The Service Recipient hereby agrees to engage the Service Provider to provide certain services (the “**Services**”), specifically the deliverance of certain communications, notices, agreements, disclosures and documents (“**Documents**”) electronically to Service Recipient’s clients *via* text messaging (SMS), email or other electronic means; to provide

said Documents electronically, rather than in paper form, subject to the provisions of the E-Sign Act, and to securely store and maintain all original executed Documents as a licensed E-Vault provider subject to the Electronic Control Agreement (“ECCA”) attached hereto as Exhibit “B.” The Services will be provided pursuant to the terms of this Service Agreement for the fee described in Article III, and the Service Provider agrees to perform or contract for the performance of the Services in accordance with the terms of this Service Agreement.

In the event Service Recipient does not request or require an ECCA agreement for the Services rendered, the Agreement will not contain an Exhibit “B” as outlined above.

### 1.2 **Term.**

The term of this Service Agreement shall commence on the date this Agreement is signed and shall continue for a period of **ONE (1)** Year(s) (“Initial Term” or “Term”). AT THE END OF THE INITIAL TERM, UNLESS TERMINATED BY EITHER PARTY AS SET FORTH HEREIN, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS (“Subsequent Term”).

1.3 **Relationship of the Parties; Intent.** Nothing is intended or shall be construed to create the relationship of partners, or co-venturers, or of lessee and lessor, or of principal and agent, between the Service Recipient and the Service Provider. The provisions of this Service Agreement shall be interpreted in a manner consistent with such intent.

## **ARTICLE II** **THE ELECTRONIC ACCOUNT**

### 2.1 **Definitions**

a. The words “client” and “clients” mean each applicant, account owner, customer or borrower who has entered into a valid

contract with Service Recipient and has agreed in writing to utilize the services contracted for herein.

b. “Access Device” means any electronic device used by your clients to access their account and view electronic documents. This includes, but is not limited to: a traditional computer such as a desktop or laptop computer; or a mobile device such as a tablet computer or a smartphone.

2.2 This Service Agreement allows Service Provider to provide your clients with electronic versions of important notices and documents associated with their accounts at \_\_\_\_\_. Electronic Documents will be delivered to your clients *via* electronic means in a .pdf document. You are strongly encouraged to save or print the documentation for future reference and to instruct your clients to do the same.

2.3 Service Provider warrants it is the proper entity to act as the custodian of the Documents within the meaning of UCC § 9-105(b)(3) for the purpose of exercising control of the Documents pursuant to the terms of this Agreement.

2.4 Requesting Copies of Documents Presented Electronically. You agree and understand that versions of electronically presented documents may not be mailed to you or your clients unless specifically requested. To request a copy of any disclosure, notice, or other document, contact us at [SUPPORT@CRYPTONMOBILE.COM](mailto:SUPPORT@CRYPTONMOBILE.COM) or by Call/Text at (706)945-4611. Electronic “Non-Authoritative” copies of requested documents will be sent at no charge via Email, API, FTP or other electronic means. Service Provider will retain all Original “Authoritative” documents executed under this Agreement.

2.5 By consenting to this agreement, you confirm that it will be your responsibility to ensure your clients’ Access Device meets the minimum specifications and requirements necessary to view and retain

your electronic documents. To access electronic documents on a mobile device, your clients will need:

- a. mobile device with any of the following operating systems: Android or iOS (iPhone).
- b. A data plan provided by your clients' wireless carrier and an up-to-date mobile internet browser that is compatible with, and supported by, your client's operating system. If your clients wish to view .pdf files on their mobile device, they will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).
- c. A printer and/or storage device should your clients desire to print or retain any electronic documents.

2.6 **Withdrawal of Consent.** You understand and agree that your clients may withdraw their consent to receive electronic documents and utilize electronic signatures at any time. Should any of your clients withdraw their consent, they will no longer receive the electronic presentment of any documents.

2.7 Should any of your clients change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that your clients' new Access Device meets the applicable system requirements and that your clients are still able to access and view electronic documents on the subsequent Access Device.

### **ARTICLE III SERVICE FEES**

3.1 **Monthly Fees.** In consideration of the Service Provider's agreement to provide the listed Services, the Service Recipient agrees to pay \$10.00 per month (Server Fee) per store, with the first payment due upon the signing of this agreement and on the 1<sup>st</sup> day of each month thereafter during the Initial Term. Service Fees (Server Fees) shall be due and payable on the first of each month in advance. Fees for partial months will be pro-rated. In the sole discretion of the Service Provider, the

Service Fee (Server Fee) may be subject to a five percent increase during any Subsequent Term. SUBJECT TO CHANGE AT ANY TIME DEPENDENT UPON CARRIER MONTHLY FEES FOR SHORT CODE &/OR LONG CODE FEES.

3.2 **Text Message (SMS) Fees.** Service Recipient agrees to pay .04 cents (4 cents) per MT (outgoing) SMS in the U.S. plus carrier pass through fees provided that the text message is no longer than 160 characters. Text messages longer than 160 characters will incur additional charges. Text Message Replies (MO) SMS in the U.S. are FREE with the exception of carrier pass through fees. International SMS (MT) & (MO) Rates Vary. Please contact Service Provider for International SMS rates.

3.3 **EMAIL Message Fees.** Service Recipient agrees to pay .04 cents (4 cents) per outgoing email.

3.4 **Electronic Signature (eSign) Fees:** Service Recipient agrees to pay Service Provider \$1.90 (one dollar ninety cents) per electronic document if each electronic document is no larger than 25 megabytes or 250 pages. The Electronic Signature Fee includes Electronic Vaulting (listed below) at no additional cost.

3.5 **Electronic Vaulting (e-Vault) Fees:** Service Recipient agrees to pay Service Provider \$0.00 (zero dollars and zero cents) per electronic document vaulted as long as each electronic document is no larger than 25 megabytes or 250 pages. eVaulting is included in the price when used with our eSign product ref section 3.4. If the eVaulting service is used a la carte, the Service Recipient agrees to pay Service Provider \$0.50 (zero dollars and fifty cents) per electronic document vaulted as long as each electronic document is no larger than 25 megabytes or 250 pages.

Service Recipient will be invoiced on the 1<sup>st</sup> or 2<sup>nd</sup> of each month via email or text delivery for SMS, EMAIL, Electronic Document Fees, Electronic Vaulting Fees, AI, Short links & other services used the

previous month. All fees shall be due and payable by the 10<sup>th</sup> day of each month thereafter during the Initial Term and any Subsequent Term.

3.6 **Late Fees.** Service Recipient covenants and agrees to pay a late fee equal to two and one-half (2.5%) percent of any amount owed under this Agreement if such payment is not paid within ten (10) days of its due date. More specifically, the late payment charge is 2.5% of the balance carried forward to the next bill. **In the event you fail to pay billed charges when due and it becomes necessary for Service Provider to refer your account(s) to a third party for collection, Service Provider will charge a collection fee at the maximum percentage permitted by applicable law.**

3.7 **Activation Fee.** A one-time activation fee of \$25.00 (twenty-five dollars) per store is due to the Service Provider upon the execution of this Agreement. This activation fee will be included in the first invoice only.

3.8 **Pass Through Fees.** In addition to the Fees outlined above, certain expenses may be charged to Service Recipient on a pass-through basis (“Pass Through Fees”). These expenses will be billed to Service Recipient at actual cost incurred by Service Provider. Pass through expenses shall include any fees imposed by a third party carrier or other service provider, whether charged to or against Service Provider, including, without limitation, carrier pass-through fees for all SMS & MMS messages on a third-party carrier’s network. The Pass Through Fees are subject to change and may include interest, collection fees or exchange rate differentials, if applicable. Service Provider will use all commercially reasonable efforts to notify Service Recipient of any applicable Pass-Through Fees prior to Service Recipient’s use of the Service.

## **ARTICLE IV PAYMENT**

4.1 **Invoices.** The Service Recipient is responsible for paying all charges for or resulting from Services provided under this Agreement, including any activation fee that may apply. The Service Provider will provide monthly bills via email delivery that are due in full under the terms of the invoice.

4.2 **Taxes.** All amounts payable by Service Recipient pursuant to this Agreement are exclusive of any applicable sales, use, gross income, occupational, or similar taxes, import or export fees, duties, imports, or tariffs, or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Agreement (“Taxes”). Service Recipient will be responsible for all such charges, costs and taxes, except for taxes imposed on, or with respect to, Service Provider’s income, revenues, gross receipts, property or other assets.

4.3 **Returned Payments.** The Service Provider may charge you up to \$30 for any check or other instrument (including credit card charge backs) returned unpaid for any reason.

## **ARTICLE V DEFAULTS AND REMEDIES; TERMINATION RIGHT**

5.1 **Service and Liability Limitations.** Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required, and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products

and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider. Service Provider is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible.

Service Provider is not responsible for loss or disclosure of any sensitive information you transmit. Further, the Service Provider may, but do not have the obligation to, refuse to transmit any information through the Services and may screen and delete information prior to delivery of that information to you.

**WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. SERVICE PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE OR GOODS, AND IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any:**

- act or omission of a third party;
- mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the Services or Software provided by or through the Service Provider;
- damage or injury caused by the use of Services, Software, or Device, including use in a vehicle;
- claims against you by third parties; or
- damage or injury caused by a suspension or termination of Services or Software by the Service Provider.

Notwithstanding the foregoing, if your Service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly Service fee for the time period your Service was unavailable, not to



exceed the monthly Service fee. The Service Provider's liability to you for Service failures is limited solely to the credit set forth above.

Unless prohibited by law, the Service Provider is not liable for any indirect, special, punitive, incidental or consequential losses or damages Service Recipient or any third party may suffer by use of, or inability to use, Services, software, or devices provided by or through the Service Provider, including loss of business or goodwill, revenue or profits, or claims of personal injuries.

To the full extent allowed by law, you hereby release, indemnify, and hold the Service Provider and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by the Service Provider or any person's use thereof (including, but not limited to, vehicular damage and personal injury), including claims arising in whole or in part from the alleged negligence of Service Provider, or any violation by you of this Agreement. This obligation shall survive termination of your Service with the Service Provider.

5.2 **Defaults.** (a) The failure by the Service Provider to perform its material obligations under this Service Agreement for a period of greater than seven (7) days whether or not attributable to a Force Majeure Event shall constitute a default by the Service Provider hereunder.

(b) The occurrence of any of the following shall constitute a default by the Service Recipient hereunder: (i) the failure by the Service Recipient to pay any Text Message (SMS) Fee, EMAIL Fee &/or Electronic Document Fee to the Service Provider within 30 days of the date upon which such Text Message (SMS) &/or Electronic Document Fee first becomes payable; (ii) any other breach by the Service Recipient of its material obligations under this Service Agreement whether or not attributable to a Force Majeure Event; (iii) any representation or warranty made by the Service Recipient under this Service Agreement is materially incorrect; or (iv) the Service Recipient shall fail to perform or observe in

any material respect any term, covenant, or condition to be performed or observed by it under this Service Agreement.

5.3 **Notice and Cure.** Anything herein to the contrary notwithstanding, no event under Section 3.1 hereof shall constitute a default hereunder until actual written notice of such event by registered or certified mail shall be given by the non-defaulting party to the defaulting party, and the defaulting party shall have had ten (10) days after receipt of such notice to correct such potential default or cause such potential default to be corrected and shall not have corrected such potential default or caused such potential default to be corrected within the applicable period.

5.4 **Early Termination Fee.** If we terminate your Services for nonpayment or other default before the Initial Term, or if you terminate your Services for any reason other than our default, you agree to pay us an Early Termination Fee in the amount \$1,000.00 (one thousand dollars). The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service on which this Agreement is based. The term of the Early Termination Fee shall commence on the date this Agreement is signed and shall continue for a period of ONE (1) Year. AT THE END OF THE INITIAL TERM the Early Termination Fee will expire and not be applicable.

5.5 **Termination.** Either party may terminate this Agreement at any time after your Initial Term ends, with thirty (30) days notice, to [SUPPORT@CRYPTONMOBILE.COM](mailto:SUPPORT@CRYPTONMOBILE.COM) or by Call/Text to (706)945-4611. We may terminate this Agreement at any time without notice if we cease to provide Services in your area. We may interrupt or terminate your Services without notice:

1. for any conduct that we believe violates this Agreement,
2. if you behave in an abusive, derogatory, or similarly unreasonable manner with any of our representatives,

3. if we discover that you are underage,
4. if you fail to make all required payments when due,
5. if we have reasonable cause to believe that your Equipment is being used for an unlawful purpose or in a way that (i) is harmful to, interferes with, or may adversely affect our Services or the network of any other provider, (ii) interferes with the use or enjoyment of Services received by others, (iii) infringes intellectual property rights, (iv) results in the publication of threatening or offensive material, or (v) constitutes spam or other abusive messaging or calling, a security risk, or a violation of privacy,
6. if you provided inaccurate credit information, or
7. we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit.

5.6 **Remedies.** (a) The following remedies shall be available to the Service Provider in the event that the Service Recipient is in default hereunder and has not cured its default:

(i) The Service Provider may elect by written notice to the Service Recipient to terminate, effective immediately, this Service Agreement; and

(ii) The Service Provider may from time to time take whatever action at law or in equity may appear necessary or desirable to collect the Service Fees then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Service Recipient under this Service Agreement.

(b) The foregoing remedies shall be in addition to, and not in limitation of, all remedies available at law or in equity to the party not in default.

## 5.7 **Dispute Resolution.**

(a) Any dispute or controversy arising under, out of, in connection with, or in relation to this Agreement and any amendment thereof, or the breach thereof, or in connection with the formation, operation, or termination of the Agreement shall be determined and settled by an arbitration proceeding at Augusta, Georgia in accordance with the arbitration rules of the American Arbitration Association then in force. Any award rendered therein shall be final and binding upon each and all of the partners, and judgment may be entered thereon in any court having jurisdiction thereof.

(b) It is expressly understood and agreed that, in the event the Service Recipient brings arbitration against the Service Provider for any claim, whether in contract or tort or otherwise, and the Arbitrator(s) find the claim lacking substantial merit, the Arbitrator(s) shall be entitled to award the Service Provider its reasonable attorney's fees to defend such action.

(c) It is further expressly understood and agreed that, in the event the Service Recipient brings suit (or arbitration) against any third-party which, in turn, brings suit (or arbitration) against the Service Provider for indemnity or contribution, or any other claim arising out of the Service Recipient's claim, the Service Recipient will indemnify and hold the Service Provider harmless against and for all reasonable attorneys fees and costs incurred by the Service Provider in connection with defending such suit (or arbitration) by a third-party in the event that the third-party or the Service Provider prevails in its defense of such claims.

**You agree that, by entering into this Agreement, you and Service Provider are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

## ARTICLE VI MISCELLANEOUS

6.1 **Construction and Binding Effect.** This Service Agreement constitutes the entire agreement of the parties and supersedes any prior agreements. This Service Agreement shall inure to the benefit of and shall be binding upon the Service Recipient, the Service Provider, and their respective successors and assigns.

6.2 **Severability.** In the event any provision of this Service Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6.3 **Execution of Counterparts.** This Service Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.4 **Governing Law.** This Service Agreement is prepared and entered into with the intention that the law of the State of Georgia, exclusive of such state's rules governing choice of law, shall govern its construction.

*[Signatures Follow]*

**SIGNATURE PAGE TO  
SERVICE AGREEMENT**

The undersigned, by signature below, hereby agree to this Agreement as of the date first stated above.

**CRYPTONMOBILE, LLC:**

/s/ \_\_\_\_\_

By: David Phillips

Its: President

**CUSTOMER STORE NAME:**

/s/ \_\_\_\_\_

By: Customer Name

As its:

Address: