

# **Pocketbook, Inc.**

## **Guest Payment Terms of Service**

Effective Date: September 24, 2025

These Guest Payment Terms of Service (the “Guest Payment Terms” or this “Agreement”) are a legal agreement between Pocketbook and you and govern your use of Pocketbook’s Guest Payment Services as defined and described more fully herein. In these Guest Payment Terms, “you” or “your” means the person that has accepted these Guest Payment Terms, and “Pocketbook” or “we” or “our” means Pocketbook, Inc. and its past, present, or future affiliates, successors and assigns, unless stated otherwise. References to the Guest Payment Terms mean this document and any terms, agreements, and policies incorporated by reference including but not limited to [Pocketbook’s Privacy Policy](#).

You may only use the Guest Payment Services if you agree to these Guest Payment Terms, so read them carefully. By accepting these Guest Payment Terms electronically (for example, by clicking “Pay Now”), accessing the Guest Payment Services, or initiating a payment using the Guest Payment Services (a “Payment Transaction”), you agree to the Guest Payment Terms. If you do not agree to the Guest Payment Terms, then you may not use the Guest Payment Services.

The terms and conditions of these Guest Payment Terms are binding as of the date you agree to them. In exchange for gaining access to the Guest Payment Services, you are consenting to receive all Notices and communications electronically. These Guest Payment Terms govern your relationship with Pocketbook and your use of the Guest Payment Services, unless stated otherwise.

SECTION 3 OF THESE GUEST PAYMENT TERMS INCLUDE AN AGREEMENT TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION AND ON AN INDIVIDUAL BASIS AND INCLUDES A WAIVER OF ANY REPRESENTATIVE, CONSOLIDATED, OR CLASS ACTIONS, ALONG WITH IMPORTANT DISCLAIMERS AND LIMITATIONS OF LIABILITY.

## **1. General Provisions**

### **1.1 Guest Payment Services**

The Guest Payment Services enable you to pay digitally invoices sent to you from businesses that have established an account with Pocketbook (“Clients”) and that use the invoicing and payments features available through Pocketbook. Pocketbook acts solely as a provider of services to Clients that enables them to send invoices to you and collect payments from you. You agree that Pocketbook is not a party to any agreement you may have with the Client to whom you are making a payment and any disputes are solely between you and the Client.

### **1.2 Restrictions**

To use the Guest Payment Services, you must be at least eighteen (18) years of age and you must reside in the United States. Additionally, you agree that you will not:

- Provide false, inaccurate, or misleading information to Pocketbook;
- Use the Guest Payment Services to send or authorize fraudulent funds or conduct other transactions relating to illegal activities;
- Modify, duplicate, disrupt or interfere with the Guest Payment Services, supporting servers, or networks manually or through the use of scripts, viruses, or worms; or
- Attempt to access any other Pocketbook systems that are not part of the Guest Payment Services.

## **2. Guest Payment Transaction Terms**

### **2.1 Pocketbook Guest Payment Transactions**

When you initiate a payment transaction using the Guest Payment Services (a “Payment Transaction”), you acknowledge and agree that your Payment Transaction is solely between you and the Client. Pocketbook is not a party to your Payment Transaction and assumes no liability or responsibility for any products, services or offerings of any Client.

### **2.2 ACH Payment Authorization**

To pay an invoice from a Client through the Guest Payment Services, you must provide valid and complete information about your chosen payment method (“Payment Method”). You may pay a Client via electronic fund transfer (or ACH) from a valid U.S. bank account. You will need to provide complete and accurate bank account information.

If you make a Payment Transaction, you represent and warrant that (i) you are legally authorized to make such payment and provide your payment information or the payment information of the business you represent, without violating any laws, regulations, terms or agreements relating to use of the Payment Method, (ii) you have signing authority and permission to authorize the transaction from the bank account; and (iii) your accounts have sufficient funds available to complete the payment. By using the Guest Payment Services, you authorize Pocketbook to validate and debit your bank account for all invoice payments you initiate using the Guest Payment Services.

By accepting these Guest Payment Terms, you authorize the debit to your Payment Method as necessary to complete processing of a Payment Transaction. You also authorize any crediting or debiting to or from your Payment Method in connection with reversals, refunds, or adjustments related to your Payment Transaction. Where you have enabled Automatic Payments by providing a Standing Authorization, if made available to you, then you authorize Pocketbook to facilitate automatic payments from the Payment Method to the Client for all invoices from that Client, in accordance with the terms of the Standing Authorization.

For details or terms relating to a specific Payment Transaction, including refund or dispute resolution policies, please refer to the terms of service, other agreements, help center, or other support materials provided by the Client with which you transacted.

### **2.3 Selecting a Payment Method**

When you initiate a Payment Transaction, Pocketbook may share information about your Payment Transaction and related details and data with our Payment Partner (defined below) or affiliates, and the Payment Partner will then process the transaction on behalf of the Client.

### **2.4 Pocketbook's Liability for Failure to Complete Transactions or Payment Processing Delays**

Pocketbook provides an estimate of the date by which a payment to a Client will be made and does not guarantee that a payment to a Client will be made within any specific time frame. Pocketbook disclaims any responsibility or liability if a payment scheduled through the Guest Payment Services is not made to a Client on or before any specific date. It is your sole responsibility to ensure that payment to a Client is made as required by agreement, contract, or law. You will be solely responsible and Pocketbook will not be responsible for all penalties, interest charges, or other late payment fees associated with payments that are delivered after their due date. Pocketbook is also not liable for failure to complete your payment in the correct amount, if you provide inaccurate or incorrect information. You are solely responsible for ensuring a payment has been sent, received, and accepted in the correct amount by the Client.

### **2.5 Bank Account Payments**

With the assistance of our Payment Partner, you may initiate a Payment Transaction from an Automated Clearing House enabled bank account ("ACH Payments"). For ACH Payments, your use of the Guest Payment Services to initiate a Payment Transaction to a Client will include your consent and authorization for us and our Payment Partner to initiate and process debits and credits from the bank account designated by you (the "Payment Account") in accordance with your instructions. You acknowledge that all electronic ACH transfers requested by you through the Guest Payment Services or processed by us or our Payment Partner are subject to the Operating Rules of the National Automated Clearing House Association and all other applicable laws, rules, and regulations, which may include the Uniform Commercial Code Article 4A. You understand and agree that it may take more than 60 days for our Payment Partner to receive notice of the return of an ACH debit and/or to exercise any rights granted under these terms. You agree at all times to maintain sufficient funds in your Payment Account to fund ACH transactions you initiate through the Pocketbook Guest Payment Services, including returns and reversals.

**2.6 Rights We Reserve.** Pocketbook or our Payment Partner may delay payment processing of suspicious transactions or transactions that may involve fraud, misconduct, or violate applicable law, the Guest Payment Terms, or other applicable Pocketbook policies, as determined in Pocketbook's or our Payment Partner's discretion. You agree to cooperate with Pocketbook and provide any information that may be reasonably requested by Pocketbook in its investigation of invalidated or refused transactions. At its sole discretion, Pocketbook may impose limits on the number and/or the frequency of invoices you can pay using the Guest Payment Services.

### **2.7 No Office of Foreign Assets Control ("OFAC") Sanctions**

You represent and warrant that: (a) you are not located in a country that is subject to U.S. Government sanctions or embargoes, including Iran, Syria, Cuba, North Korea, and the Crimea region of Ukraine, or are a State Sponsor of Terrorism as defined by the US Department of

State, or are a person, group or entity that has been designated by the U.S. Government as a Specially Designated National (SDN); and (b) You are not listed on any U.S. Government list of prohibited or restricted parties.

## **2.8 Acceptable Use**

When you initiate a Payment Transaction, you acknowledge and agree that your Payment Transaction is not a prohibited payment type that would violate these Guest Payment Terms Pocketbook's list of Prohibited Activities or Restricted Activities.

## **2.9 Your Data**

When you initiate a Payment Transaction, Pocketbook may pass details of your Payment Method and related information to our Payment Partner so that it can process your Payment Transaction. In processing your Payment Transactions to Clients, our Payment Partner uses your payment information in accordance with Pocketbook's agreement with the Payment Partner, Pocketbook's Guest Payment Terms, and as described in the Payment Partner's privacy policy. Pocketbook may also collect certain information from you (or receive it from the Payment Partner), which we use in accordance with the Pocketbook's Privacy Policy.

We may offer features to allow you to store your payment information with Pocketbook or with the Payment Partner or create a Pocketbook account for future payments. If you choose to enable these features but then subsequently wish to delete or modify stored payment information, please contact us. In order to save a Payment Method, you must complete all required information on any forms presented to you. The information must be current, complete, and accurate.

## **2.10 Fees**

Pocketbook does not charge a fee for using the Guest Payment Services.

## **2.11 Identity Verification**

Prior to the processing of your first invoice payment, we may need to verify your Payment Account information. The verification process may include sending you texts, voice calls, or automated voice calls. If you provide us with your mobile phone number, you agree that we may send text or voice messages to that number, including autodialed or pre-recorded calls. The verification process may include debiting between \$0.01 and \$0.99 from your bank account, then immediately crediting the same amount back to your bank account, and you verifying the amount debited to confirm your bank account. We will only use this process to screen for fraud and will not otherwise debit your Payment Account, except for your use of the Guest Payment Services.

## **2.12 Communications via Text, Push Notification, Email, and Phone**

To the extent allowable under law, by providing us with a phone number, you consent to receiving text (SMS) messages, push notifications, and phone calls from us. Such communications may include, but are not limited to, requests for authentication, receipts, reminders, notifications regarding updates to the Guest Payment Services or related support, requests for product feedback, and marketing or promotional communications. You

acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Guest Payment Services. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates your cell phone carrier applies may apply to the text messages we send you. You may opt-out of receiving promotional email communications we send to you by following the unsubscribe options on such emails. You may opt-out of text messages from Pocketbook by replying STOP or by following instructions that you receive in the text message. You may opt-out of phone calls by notifying the caller or by contacting Pocketbook support. You acknowledge that opting out of receiving communications may impact your use of the Guest Payment Services.

### **3. Miscellaneous**

#### **3.1 Limitations of Liability**

Pocketbook's liability is limited with respect to your use of the Guest Payment Services.

Pocketbook is not liable to you for consequential, indirect, special, exemplary, or punitive damages or lost profits or revenue, reputational harm, physical injury, or property damage arising from or related to Guest Payment Services, your use of or inability to use the Guest Payment Services, or these Guest Payment Terms, whether or not we were advised of their possibility by you or third parties, unless prohibited by applicable law or rules.

To the extent applicable law or rules prohibit or restrict any of the limitations of liability set forth in these Guest Payment Terms, or any portion of them, or a court or arbitrator holds that such limitations, or any portion of them, are unenforceable for any reason, these Guest Payment Terms shall be interpreted and construed in a manner that limits Pocketbook's liability to the greatest extent possible under applicable laws and rules.

#### **3.2 Disclaimer of Warranties by Pocketbook**

Pocketbook is not your bank, agent, or trustee or otherwise involved in the flow of your funds or Payment Transactions. Any payment dispute must be resolved between the Client and you.

THE GUEST PAYMENT SERVICES ARE PROVIDED AS IS AND AS AVAILABLE. POCKETBOOK DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES OF NON-INFRINGEMENT OF THE GUEST PAYMENT SERVICES. NOTHING IN THESE GUEST PAYMENT TERMS WILL BE INTERPRETED TO CREATE OR IMPLY ANY SUCH WARRANTY. THIRD-PARTY SERVICES ARE NOT PROVIDED OR CONTROLLED BY POCKETBOOK. POCKETBOOK DOES NOT PROVIDE SUPPORT FOR AND DISCLAIMS ALL LIABILITY ARISING FROM FAILURES OR LOSSES CAUSED BY THIRD-PARTY SERVICES.

POCKETBOOK DISCLAIMS ALL WARRANTIES AND DOES NOT GUARANTEE THAT (A) THE GUEST PAYMENT SERVICES AND DATA PROVIDED UNDER THESE GUEST PAYMENT TERMS ARE ACCURATE OR ERROR-FREE; (B) THE GUEST PAYMENT SERVICES WILL MEET YOUR SPECIFIC NEEDS OR REQUIREMENTS; (C) THE GUEST PAYMENT SERVICES WILL BE USABLE BY YOU AT ANY PARTICULAR TIME OR LOCATION; (D) THE GUEST PAYMENT SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE FROM HACKING, VIRUSES, OR MALICIOUS CODE; OR (E) ANY DEFECTS IN

THE GUEST PAYMENT SERVICES WILL BE CORRECTED, EVEN WHEN WE ARE ADVISED OF SUCH DEFECTS.

POCKETBOOK IS NOT LIABLE FOR AND DISCLAIMS LIABILITY FOR ANY DAMAGES, HARM OR LOSSES TO YOU, ANY USER, OR ANY ENTITY, AS APPLICABLE, ARISING FROM UNAUTHORIZED ACCESS OR USE OF THE GUEST PAYMENT SERVICES.

Disputes can arise from both authorized and unauthorized transactions. Pocketbook is not responsible for or liable to you for authorized and completed charges or payments related to your Payment Transactions that are later the subject of a dispute, refund, or reversal, are submitted without authorization or in error, or violate any laws.

### **3.3 Indemnification**

You agree to indemnify, defend, and hold harmless Pocketbook, Payment Partners and Third-Party Service Providers (including our respective affiliates, directors, employees, agents, and representatives), from and against all losses, liabilities, claims, demands, or expenses, including reasonable attorney's fees, arising out of or related to any third party claims alleging or involving your breach of these Guest Payment Terms or any other agreements with Pocketbook.

### **3.4 Governing Law and Venue**

These Guest Payment Terms will be construed, applied, and governed by the laws of the State of Alabama exclusive of its conflict or choice of law rules except to the extent that U.S. federal law controls or unless otherwise specified in these Guest Payment Terms. Subject to Section 3.5 (Binding Arbitration), all litigation shall be brought in the state or federal courts located in Jefferson County, Alabama.

### **3.5 Binding Arbitration**

Agreement to Arbitrate. In the interest of resolving Disputes between you and Pocketbook in the most expedient and cost-effective manner, you and Pocketbook agree that every Dispute arising in connection with this Agreement will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award (although the arbitrator must abide by the contractual limits on damages in this Agreement) and must enforce applicable statutes of limitation and legal defenses. This Agreement to Arbitrate Disputes includes all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. BY ENTERING IN THIS AGREEMENT, YOU AND POCKETBOOK ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ON AN INDIVIDUAL BASIS.

Waiver of Class Actions and Right to Trial by Jury. To the fullest extent permitted by law, you acknowledge and agree that you may bring claims against Pocketbook only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. CLASS ACTIONS, CLASS ARBITRATIONS, REPRESENTATIVE ACTIONS,

AND/OR CONSOLIDATION OF ACTIONS OR ARBITRATIONS ARE NOT ALLOWED. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED YOUR RIGHTS TO PARTICIPATE IN A CLASS ACTION AND TO A TRIAL BY JURY.

Procedures. Any arbitration between you and Pocketbook will be resolved under the Federal Arbitration Act, administered by the American Arbitration Association (“AAA”) and governed by the Commercial Dispute Resolution Procedures of the AAA, except where the claim is by or against a natural person and involves use of the Guest Payment Services for personal or household use, in which case the arbitration will be governed by the AAA Consumer Rules (collectively, “AAA Rules”), as modified by this Agreement. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org).

Notice. If you intend to seek arbitration, you must first send a written notice (“Notice”) of your claim or Dispute to Pocketbook by certified U.S. Mail or by Federal Express (signature required). Pocketbook’s address for Notice is Pocketbook’s address of record as listed on the Pocketbook Website, ATTN: LEGAL. The Notice must describe: (a) the nature and basis of the claim or Dispute; and (b) the remedy that you want (“Demand”). You and Pocketbook agree to make good faith efforts to resolve the claim directly, but if you and Pocketbook do not reach an agreement within 30 days after the Notice is received, you or Pocketbook may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Pocketbook must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

Fees. If you commence arbitration in accordance with this Agreement, the payment of fees related to the arbitration will be decided by the AAA Rules. If your claim is less than ten thousand dollars (\$10,000.00), Pocketbook will reimburse you for the payment of the filing fee. However, if the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), you agree to reimburse Pocketbook for any fees paid on your behalf that would otherwise be your obligation under the AAA Rules.

Location. The arbitration hearing will take place at a location to be agreed upon in Jefferson County, Alabama. If your claim is for twenty five thousand (\$25,000) or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address.

Severability. The arbitrator has exclusive authority to resolve any Dispute relating to the interpretation, applicability, or enforceability of this Agreement. If this Agreement to Arbitrate is found to be, in whole or in part, invalid or unenforceable, the remaining provisions of this Agreement will remain in effect, and, where this Section 3.5 cannot be enforced, you agree that the exclusive jurisdiction and venue described in Section 3.4 will govern any action arising out of or related to this Agreement.

Exceptions to Agreement to Arbitrate. Notwithstanding any other provision of Section 3.5, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right to: (a) bring an individual (non-class, non-representative) action in small claims court so long as such action remains in small claims court; (b) pursue a private general attorney action where arbitration cannot be required under applicable law; or (c) seek injunctive relief in a court of law.

### **3.6 Compliance with Court Orders and Other Legal Process or Requests and Applicable Law**

If we are notified of or become aware of a court order or other legal process or request (e.g., subpoenas, garnishments, levies, warrants) or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may take certain actions, including without limitation providing information in our possession, custody, or control or suspending, terminating, closing, or limiting access to the Guest Payment Services. We will decide, in our sole discretion, which action is required or appropriate. We do not have an obligation to contest or appeal any court order or legal process involving you or your use of the Guest Payment Services. We are not responsible to you for any losses or consequences you sustain due to actions we may take to comply with a legal order, legal process or request, or applicable law. We may, but are not required to, provide you with Notice of any court order, legal process or requests, or actions we may take in conjunction with them or in an effort to comply with applicable law.

### **3.7 Headings and Interpretation**

Headings in these Guest Payment Terms are for reference only. Except where otherwise specified, all references to sections or provisions refer to these Guest Payment Terms or the applicable incorporated terms. The phrases “including, for example,” or “such as” do not limit the generality of the preceding provision; the word “or” will be read to mean either... or... or any combination of the proceeding items; words in the singular include the plural and words in the plural include the singular; and provisions listing items and using the word “and” requires all listed items, while provisions listing items and using the word “or” requires any one or more of the listed items.

### **3.8 Changes to These Guest Payment Terms**

Notwithstanding anything to the contrary, we may modify, suspend or terminate the Guest Payment Terms at any time. Modifications to these Guest Payments Terms will be effective upon posting on Pocketbook’s website and will apply for any future payments you make through the Pocketbook Guest Payment Services.

### **3.9 Entire Agreement**

These Guest Payment Terms and any terms, agreements or policies incorporated by reference, constitute the entire understanding of the parties with respect to the subject matter described and supersede all other proposals or previous understandings, written or oral, between the parties. No other agreements, representations, or warranties other than those provided in these Guest Payment Terms and any terms, agreements or policies incorporated by reference, will be binding unless in writing and signed by you and Pocketbook.

### **3.10 Severability**

Unless provided otherwise in these Guest Payment Terms, if any provision of these Guest Payment Terms is held by a court or arbitrator to be invalid or unenforceable, that provision will be fully severable, such provision shall be construed and enforced in a manner that reflects the original intentions of the parties as closely as possible and is consistent with applicable law, and the remaining provisions of these Guest Payment Terms shall remain in full force and effect.

## 4. Defined Terms

Unless otherwise defined in these Guest Payment Terms, capitalized terms in these Guest Payment Terms are defined as follows:

**Dispute** means any past, present, or future claim, dispute, or controversy involving you, on the one hand, and us (or persons claiming through or connected with us), on the other hand, relating to or arising out of the Guest Payment Terms, any other services, and/or the activities or relationships that involve, lead to, or result from any of the foregoing.

**Notice** means any physical, voice, or electronic communication, or legal notices that are provided or directed to you through phone call, text or SMS, email, push notification, mobile application-based messages, the Guest Payment Services, or by any other means.

**Payment Partner** means a third party engaged by Pocketbook to facilitate or carry out a Payment Transaction.

**Pocketbook** means Pocketbook, Inc., the Delaware corporation that is providing the Guest Payment Services to you.

**Prohibited Activities** means the business types and activities posted on our website or otherwise made available to you and as updated from time to time.

**Restricted Activities** means the business types and activities posted on our website or otherwise made available to you and as updated from time to time.

**Third-Party Services** means services and data provided by third parties in relation to or provided through the Guest Payment Services. Third-Party Services include but are not limited to applications used to connect Payment Accounts (such as Plaid).

**Third-Party Service Provider** means an affiliate, agent, representative or other third party that assists us in providing the Guest Payment Services to you, that supports our internal operations, or that provides other services related or connected to, or provided through the Guest Payment Services.