Terms and Conditions

United States of America

CONSUMER FRAUD ALERT: PROTECT YOURSELF. BE CAREFUL WHEN A STRANGER ASKS YOU TO SEND MONEY, ESPECIALLY FROM UNSOLICITED E-MAILS, FOR INTERNET AUCTIONS, NEWSPAPER OR TELEPHONE OFFERS.

Notify us immediately if you believe your CrossKudi username and password have been lost or stolen or if someone may use them without your permission.

1. CONTRACT FORMATION AND OVERVIEW

1.1 These Terms and Conditions govern the terms under which you may access and use this website (for purpose of this Terms & Conditions "website" includes our mobile applications) and the services associated with it (together, the **"Service"**). By accessing, registering with and using the Service, you agree to be bound by the terms of the Terms and Conditions. If you do not wish to be bound by the Terms and Conditions do not access, register with or use the Service.

1.2 In these Terms and Conditions, the terms **"CrossKudi"**, **"we"**, **"us"**, and **"our"** refer to CrossKudi, Inc, together with its employees, directors, affiliates, successors, and assigns. CrossKudi, Inc is a Delaware corporation, with its headquarters located at 3283 N 107th Street, Wauwatosa, WI 53222.

1.3 The terms **"you"** and **"your"** refer to users of the Service, whether in their capacity as Senders, Recipients, or visitors to this website.

1.4 These Terms and Conditions are effective from January 28, 2022. The Terms and Conditions may change from time to time, but changes will only be effective from the date they are made and will not change the terms on which you previously used the Service.

1.5 The Service was created to assist customers to send money to their family and friends, and to receive money from family and friends, around the world. For security reasons, we recommend that you only send money through the Service to people you know personally. You must not use the Service to send money to strangers for example sellers of goods and/or services, private or retail.

2. DEFINITIONS

In this Terms and Conditions:

"Destination Country" means the country in which the Recipient receives money through the Service.

"Local Taxes" means any taxes or charges payable in the Destination Country.

"Payment Instrument" means a valid instrument of payment such as a bank account, debit card or credit card.

"Payout Amount" means the amount paid out to the Recipient, after any foreign exchange conversion and excluding Local Taxes.

"Recipient" means someone who receives money through the Service.

"Sender" means someone who uses the Service to send money.

"Service Fee" means the fee plus any additional charges applicable to each Transaction.

"Service Provider" means a local bank, money exchange house, or other third party service providers in the Destination Country with whom CrossKudi works in providing the Service.

"Transaction" means a specific instruction to send money through the Service.

"Transaction Amount" means the amount of money that the Sender wishes to send to the Recipient, excluding any applicable fees and prior to any foreign exchange conversion.

"Electronic Signature" means the sender consents and agrees that the use of a key pad, mouse, or other device to select an item, button, icon, or similar act/action while using any electronic service we offer; or in accessing or making any transaction; or regarding any agreement, acknowledgment, consent, terms, disclosures, or conditions, constitutes the sender's signature, acceptance and agreement as if actually signed by the sender in writing."

3. OUR OBLIGATIONS

3.1 Subject to these Terms and Conditions, we agree to provide the Service to you using reasonable care. The Service may not be available in whole or in part in certain regions, countries, or jurisdictions.

3.2 We are not obliged to process any particular Transaction. When you submit a Transaction, you are requesting that we process the Transaction on your behalf. We may, in our sole discretion, choose whether or not to accept the offer to process that Transaction. However, if we decide not to process the Transaction, we will notify you promptly of that decision and repay the money paid to us if we are not prohibited by law from doing so.

3.3 CrossKudi reserves the right to modify or discontinue the service or any part of the Service without notice, at any time and from time to time. We may, in our absolute discretion, refuse any Transaction or limit the amount to be transferred, either on a per transaction basis or on an aggregate basis, and either on individual accounts or on related accounts.

3.4 We may, in our sole discretion, refuse Transactions from certain Senders or to certain Recipients, including but not limited to entities and individuals on restricted or prohibited lists issued from time to time by the US Government. In addition, not all Payment Instruments are available to all customers at all times and we may, in our sole discretion, refuse Transactions funded from certain Payment Instruments.

3.5 We will attempt to process Transactions promptly, but any Transaction may be delayed or cancelled for a number of reasons including but not limited to: our efforts to verify your identity; to validate your Transaction instructions; to contact you; or otherwise to comply with applicable law; or due to variations in business hours and currency availability.

3.6 We will attempt to provide Senders and Recipients with up to date information regarding the location and opening hours of our Service Providers by means of information on our website. However, you agree that CrossKudi shall not be held responsible for any inaccuracies that may appear in that information or any consequential loss which may result from incorrect or incomplete information.

4. YOUR OBLIGATIONS

You agree that:

4.1 you will not access, use or attempt to use the Service as a Sender unless you are at least 18 years old, and that you have the legal capacity to form a binding legal contract in the relevant jurisdiction;

4.2 for each Transaction that you submit, you will pay us the Service Fee in addition to the Transaction Amount. Payment becomes due at the time that you submit your Transaction. If you submit a Transaction that results in CrossKudi becoming liable for charges including but not limited to chargeback or other fees, you agree to reimburse us for all such fees;

4.3 in connection with your registration and use of the Service, you will:

4.3.1 provide us with true, accurate, current and complete evidence of your identity, and promptly update your personal information if and when it changes;

4.3.2 provide us and/or our merchant with details of one or more Payment Instruments; and

4.3.3 provide us with true, accurate, current and complete information for all Transactions. We do not accept any liability for damages resulting from non-payment or delay in payment of a money transfer to a Recipient or failure to perform a transaction under the Service by reason of any of these matters.

4.4 when you pay for a Transaction in one currency and the Recipient is paid in another currency, there will be a difference between the exchange rate at which we buy foreign currency and the exchange rate provided to you. CrossKudi and its Service Providers usually make a small profit in these circumstances. If a Recipient's account is denominated in another currency there may be delays, additional charges or different exchange rates. Please ensure the currency requested for the transaction matches the currency of the account where the funds are to be delivered.

4.5 when you are sending money under these Terms and Conditions, it is your responsibility to make sure all the Transaction details are accurate before submission. Once a Transaction has been submitted for processing it is not normally possible to change any of its details. You will be given the opportunity to confirm Transactions before submission and you must check the details carefully. 4.6 CrossKudi will have no responsibility for any fees or charges you may incur by the use of a particular Payment Instrument to fund a Transaction. These may include but are not limited to unauthorised overdraft fees imposed by banks if there are insufficient funds in your bank account or "cash advance" fees and additional interest which may be imposed by credit card providers if they treat use of the Service as a cash transaction rather than a purchase transaction;

4.7 you will only use the Service to send money to people that you know personally and not to pay for goods or services. If, in breach of this clause, you choose to pay third parties for goods and services using the Service, you acknowledge that CrossKudi has no control over, and is not responsible for, the quality, safety, legality, or delivery of such goods or services and that any such use of the Service is entirely at your own risk. If CrossKudi reasonably believes you are using the Service to purchase goods or services, we reserve the right to cancel your Transaction(s);

4.8 both you and the Recipients will only act on your own behalf. You may not submit or receive a Transaction on behalf of a third person. If you intend to submit or receive a Transaction on behalf of a company, business or any entity other than a human individual, you must first inform CrossKudi of your desire to do so and provide us with any additional information about the entity we may request in order that we may decide whether to permit the Transaction;

4.9 in using the Service you will comply with these Terms and Conditions as well as any applicable laws, rules or regulations. It is a breach of these Terms and Conditions to use the Service to send money (i) to a Recipient who has violated the Terms and Conditions, or (ii) in connection with illegal activity including without limitation money-laundering, fraud and the funding of terrorist organizations. If you use the Service in connection with illegal activity, CrossKudi may report you to the appropriate legal authorities;

4.10 when using our website or the Service or when interacting with CrossKudi, with another user or with a third party, you will not:

4.10.1 breach these Terms and Conditions, or any other agreement between you and CrossKudi;

4.10.2 open more than one account, without our prior written permission;

4.10.3 provide false, inaccurate, or misleading information;

4.10.4 allow anyone else access to your registration details, and will keep those details secure;

4.10.5 refuse to provide confirmation of any information you provide to us, including proof of identity, or refuse to co-operate in any investigation;

4.10.6 use an anonymising proxy (a tool that attempts to make activity untraceable); or

4.10.7 copy or monitor our website using any robot, spider, or other automatic device or manual process, without our prior written permission.

4.11 CrossKudi may, as necessary in providing the Service, store all information required of a Recipient to prove his or her identity or associated with their specific Transaction. Such proofs may include a suitable form of valid, unexpired identification from a list of acceptable papers provided by the Service Provider, and/or a Transaction tracking number, a personal identification number (PIN), a "password", a "secret word", or other similar identifiers.

5. CANCELLATION AND REFUNDS

5.1 If you have any problems using the Service you should contact us at:

CrossKudi, Inc

3283 N 107th Street,

Wauwatosa, WI 53222

Toll free # +1 414 690 8158

www.crosskudi.com

Contact us here

5.2 What to do if you want to cancel a remittance transfer:

Subject to applicable law, you have the right to cancel your money transfer and obtain a full refund of all funds paid to us, including any fees in connection with the transfer, within thirty minutes of the payment for the transfer. Your cancellation request should be made using the "request cancellation" button displayed at the CrossKudi website or via the application. We will issue a refund within three business days of your request.

You may still cancel the money transfer if the funds have not been deposited or disbursed at the time that we receive your cancellation request. For these cancellation requests, you will not be able to have the fees we charge returned to you. For the avoidance of doubt, you may not cancel an order under any circumstances if the funds have been disbursed or deposited with the recipient.

5.3 You have a right to dispute errors in your transaction. If you think there is an error, contact us within 180 days at 1-414-690-8158 or <u>www.crosskudi.com</u>. You can also contact us for a written explanation of your rights.

5.4 For California customers only:

RIGHT TO REFUND

You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if CrossKudi does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you. If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted, you have a right to a refund of your money. If you want a refund, you must mail or deliver your written request to CrossKudi at 3283 N 107th Street, Wauwatosa, WI 53222. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorney's fees pursuant to Section 2102 of the California Financial Code.

5.5 For State of Washington customers only:

RIGHT TO REFUND

You, the customer, must mail or deliver a written request for a refund to CrossKudi at 3283 N 107th Street, Wauwatosa, WI 53222. You are entitled to a refund of all moneys received by CrossKudi for transmittal within ten days of CrossKudi's receipt of your written request for a refund, unless any of the following occurs: (a) The moneys have been transmitted and delivered to the person designated by the customer prior to receipt of the written request for a refund; (b) Instructions have been given committing an equivalent amount of money to the person designated by the customer prior to receipt of a written request for a refund; (c) The licensee or its authorized delegate has reason to believe that a crime has occurred, is occurring, or may potentially occur as a result of transmitting the money as requested by the customer; or (d) The

licensee is otherwise barred by law from making a refund. Pursuant to the Revised Code of Washington (RCW); Title 19, Chapter 230, Section 330, Subsection 3.

5.6 Any refunds will be credited back to the same Payment Instrument used to fund the Transaction and in the same currency. No adjustment will be made for any currency fluctuations which may have occurred in the meanwhile.

6. COLLECTION OF INFORMATION

6.1 Customer Identification Program.

US law requires all financial institutions to assist in the fight against money laundering activities and the funding of terrorism by obtaining, verifying, and recording identifying information about all customers. We may therefore require you to supply us with personal identifying information and we may also legally consult other sources to obtain information about you.

6.2 **Verification and Checks.** We will verify your residential address and personal details in order to confirm your identity.

6.3 By accepting these Terms and Conditions you authorise us to make any inquiries we consider necessary to validate the information that you provide to us. We may do this directly, for example by asking you for additional information, requiring you to take steps to confirm ownership of your Payment Instruments or email address; or by verifying your information against third party databases; or through other sources.

6.4 **Data Privacy Policy.** You consent to our processing your personal information for the purposes of providing the Service, including for verification purposes as set out in this clause. You also consent to the use of such data for communicating with you, and for statutory, accounting and archival purposes. You acknowledge that you have read and consented to CrossKudi's Data Privacy Policy. The Data Privacy Policy can be found by clicking here: <u>Data Privacy Policy</u>.

6.5 **Government Disclosures.** We may be required by law to provide information about you and your Transactions to government or other competent authorities as described in our Data Privacy Policy. You acknowledge and consent to our doing this.

7. INTELLECTUAL PROPERTY

7.1 The CrossKudi website and the CrossKudi Service, the content, and all intellectual property relating to them and contained in them (including but not limited to copyrights, patents, database rights, trademarks and service marks) are owned by us, our affiliates, or third parties. All right, title and interest in and to the CrossKudi Online Site and the CrossKudi Online Service shall remain our property and/or the property of such other third parties.

7.2 The CrossKudi website and the CrossKudi Service may be used only for the purposes permitted by these Terms and Conditions or described on this website. You are authorized solely to view and to retain a copy of the pages of the CrossKudi website for your own personal use. You may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the internet, or in any way distribute or exploit the CrossKudi website, the CrossKudi Service or any portion thereof for any public or commercial use without our express written permission. You may not: (a) use any robot, spider, scraper or other automated device to access the CrossKudi website or the CrossKudi Service; and/or (b) remove or alter any copyright, trademark or other proprietary notice or legend displayed on the CrossKudi website (or printed pages of the website). The name CrossKudi and other names and indicia of ownership of CrossKudi's products and/or services referred to on the CrossKudi website are our exclusive marks or the exclusive marks of other third parties. Other product, service and company names appearing on the website may be trademarks of their respective owners.

8. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR SUBSIDIARIES, EMPLOYEES, SUPPLIERS, VENDORS, AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 IN NO EVENT SHALL CROSSKUDI, ITS SUPPLIERS, VENDORS, SERVICE PROVIDERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, EMPLOYEES OR CONSULTANTS BE LIABLE (EXCEPT FOR CLAIMS UNDER SECTION 2102 OF THE CALIFORNIA FINANCIAL CODE ARISING FROM TRANSACTIONS ORIGINATING IN CALIFORNIA) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES BEYOND THE SUM OF \$500.00 (IN ADDITION TO REFUNDING THE TRANSACTION AMOUNT AND TRANSACTION FEES), INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CROSSKUDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM NEGLIGENCE ON THE PART OF CROSSKUDI, ITS SUPPLIERS, VENDORS, SERVICE PROVIDERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, EMPLOYEES OR CONSULTANTS.

9.2 We do not, in any event, accept responsibility for:

9.2.1 any failure to perform your instructions as a result of circumstances which could reasonably be considered to be outside our control;

9.2.2 malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages you send to us;

9.2.3 any losses or delays in transmission of messages arising out of the use of any internet or telecommunications service provider or caused by any browser or other software which is not under our control;

9.2.4 errors on the website or with the Service caused by incomplete or incorrect information provided to us by you or a third party.

9.3 Where you are sending a money transfer to a Recipient who is not registered with us, you agree to accept the provisions of this clause 9 not only for yourself, but also on behalf of the Recipient.

9.4 Your relationship is with CrossKudi only. You agree that no affiliate or agent of CrossKudi owes you any duty of care when performing a task which would otherwise have to be performed by CrossKudi under its agreement with you. You acknowledge and agree that, to the extent CrossKudi holds your funds, CrossKudi shall hold such funds as agent on your behalf.

9.5 You agree to indemnify and hold harmless CrossKudi, our subsidiaries, affiliates, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from all loss, damage, claims, actions or demands, including reasonable legal fees, arising out of your use or misuse of this website or Service, all activities that occur under your password or account e-mail login, your violation of this Terms and Conditions or any other violation of the rights of another person or party.

10. ELECTRONIC COMMUNICATIONS

10.1 You acknowledge that these Terms and Conditions shall be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

10.1.1 This Terms and Conditions and any amendments, modifications or supplements to it.

10.1.2 Your records of transactions through the Service.

10.1.3 Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by law.

10.1.4 Any customer service communications, including without limitation communications with respect to claims of error or unauthorised use of the Service.

10.1.5 Any other communication related to the Service or CrossKudi.

10.2 The Service does not allow for Communications to be provided in paper format or through other non-electronic means. You may withdraw your consent to receive Communications electronically, but if you do, your use of the Service shall be terminated. In order to withdraw your consent, you must contact us using our contact information at the end of this Terms and Conditions.

10.3 In order to access and retain Communications, you must have or have access to the following:

10.3.1 An Internet browser that supports 128-bit encryption, such as Internet Explorer version 4.0 or above;

10.3.2 An e-mail account and e-mail software capable of interfacing with CrossKudi's e-mail servers;

10.3.3 A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing;

10.3.4 Sufficient electronic storage capacity on your computer's hard drive or other data storage unit; and

10.3.5 A printer that is capable of printing from your browser and e-mail software. In addition, you must promptly update us with any change in your email address by updating your profile at https://www.crosskudi.com.

10.4 Electronic Consent. You must use your User ID, i.e. email address, and a password created by you, that permits access to your profile to initiate a transaction. You agree that the use of your User ID and password have the same effect as your written signature and serves as your electronic signature to authorize transactions. The use of your electronic signature evidences your identity. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature.

11. TERMINATION

11.1 Either party may terminate these Terms and Conditions on one day's written notice.

- 11.2 We may terminate these Terms and Conditions with immediate effect if you:
- 11.2.1 become, or are likely to become, insolvent or are declared bankrupt;
- 11.2.2 are in breach of any provision of these Terms and Conditions;

11.2.3 your use of the Service or the website is disruptive to our other customers, or you do anything which in our opinion is likely to bring us into disrepute;

11.2.4 breaches or attempts to breach the security of the website (including but not limited to: modifying or attempting to modify any information; unauthorised log-ins, unauthorised data access or deletion; interfering with the service, system, host or network; reverse engineering of any kind; spamming; hacking; falsifying data; introducing viruses, Trojan horses, worms or other destructive or damaging programs or engines; or testing security in any way);

12. Complaints

What to do if you think there has been an error or problem:

If you think there has been an error or problem with your remittance transfer:

- Call us at: +1 414 690 8158, or
- Write us at: CrossKudi, Inc 3283 N 107th Street, Wauwatosa, WI 53222, or
- Contact us via chat at: <u>https://www.crosskudi.com/en/contact-us</u>

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

(1) Your name and address or telephone number;

(2) The error or problem with the transfer, and why you believe it is an error or problem;

(3) The name of the person receiving the funds, and if you know it, his or her telephone number or address;

(4) The dollar amount of the transfer; and

(5) The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

What to do if you want to cancel a remittance transfer:

Contact CrossKudi first to file a complaint. If you have contacted CrossKudi and still have an unresolved complaint regarding the company's money transmission services, you can contact the appropriate jurisdiction listed below.

Alabama Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money

transmission activity, your complaint can be directed to the Alabama Securities Commission, <u>http://www.asc.state.al.us/</u>, or by telephone at 800-222-1253.

Alaska Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If your issue is unresolved by CrossKudi, please submit formal complaints with the State of Alaska, Division of Banking & Securities. Please download the form here: https://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdated.pdf.

Submit formal complaint form with supporting documents to Division of Banking & Securities PO Box 110807 Juneau, AK 99811-0807. If you are an Alaska resident with questions regarding formal complaints, you can email the Division at dbs.licensing@alaska.gov or call 907-465-2521.

Arizona Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Arizona Department of Financial Institutions: <u>https://dfi.az.gov/</u> or 602-771-2800.

Arkansas Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Arkansas Securities Department, #1 Commerce Way, Suite 402, Little Rock, Arkansas, 72201. The telephone number is 800-981-4429 and the website is: www.securities.arkansas.gov.

California Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the California Department of Financial Protection & Innovation online at https://dfpi.ca.gov/ or by downloading the form online and mailing it to Department of Financial Protection and Innovation, Attn: Consumer Services, 2101 Arena Boulevard, Sacramento, CA 95834.

Colorado Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Colorado Division of Banking, 1560 Broadway, Ste. 975, Denver, CO 80202, or online at https://banking.colorado.gov/, telephone number 303-894-7575. Additional information is available on this Colorado Consumer Complaint Notice.

Connecticut Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Connecticut Department of Banking, https://portal.ct.gov/dob, 800-831-7225.

Delaware Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Delaware Office of State Bank Commissioner, <u>https://banking.delaware.gov/</u>, 302-739-4235.

District of Columbia Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to District of Columbia Department of Insurance, Securities, and Banking, <u>https://disb.dc.gov/</u>, 202-727-8000.

Florida Residents:

CrossKudi, Inc (license number xxxxxx) is licensed by the Florida Office of Financial Regulation. If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to Florida Office of Financial Regulation, https://flofr.gov/, 850-487-9687.

Georgia Residents:

CrossKudi, Inc (license number xxxxx, NMLS number xxxxx) is licensed as a Money Transmitter in the State of Georgia by the Georgia Department of Banking and Finance. If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to Georgia Department of Banking & Finance, https://dbf.georgia.gov/, 888-986-1633.

Guam Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to Guam Department of Revenue & Taxation, <u>https://www.guamtax.com/app/contactus.do</u>, 671-635-7664.

Hawaii Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Hawaii Division of Financial Institutions, http://cca.hawaii.gov/dfi/, 808-586-2820.

Idaho Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Idaho Department of Finance, <u>https://www.finance.idaho.gov/</u>, 208-332-8000.

Illinois Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Illinois Department of Financial and Professional Regulation, <u>https://www.idfpr.com/</u>, 888-473-4858.

Indiana Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Indiana Department of Financial Institutions, <u>https://www.in.gov/dfi/</u>, 317-232-3955.

Iowa Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to Iowa Division of Banking, <u>https://www.idob.state.ia.us/</u>, 515-281-4014.

Kansas Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Kansas Office of the State Bank Commissioner, <u>https://www.osbckansas.org/</u>, 785-380-3939.

Kentucky Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Kentucky Department of Financial Institutions, <u>https://kfi.ky.gov/</u>, 502-573-3390.

Louisiana Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Louisiana Office of Financial Institutions, <u>http://www.ofi.louisiana.gov/</u>, 225-925-4660.

Maine Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money

transmission activity, your complaint can be directed to the Maine Bureau of Consumer Credit Protection, <u>https://www.maine.gov/pfr/consumercredit/index.shtml</u>, 207-624-8527.

Maryland Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, The Commissioner of Financial Regulation for the State of Maryland will accept all questions or complaints from Maryland residents regarding the licensee, CrossKudi, Inc, license number xxxxxx, at Commissioner of Financial Regulation, Attention: Consumer Services Unit, 500 North Calvert Street, Room 402, Baltimore, Maryland, 21202, or by telephone at 888-784-0136. http://www.dllr.state.md.us/finance/

Massachusetts Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Massachusetts Division of Banks, <u>https://www.mass.gov/orgs/division-of-banks</u>, 800-495-2265. Massachusetts license xxxxxx.

Michigan Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to Michigan Department of Insurance & Financial Services, <u>https://www.michigan.gov/difs</u>, 877-999-6442.

Minnesota Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to Minnesota Department of Commerce, <u>https://mn.gov/commerce/</u>, 651-539-1600.

Mississippi Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money

transmission activity, your complaint can be directed to the Mississippi Department of Banking & Consumer Finance, <u>https://dbcf.ms.gov/</u>, 601-321-6901.

Missouri Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Missouri Division of Finance, <u>https://finance.mo.gov/</u>, 573-751-3242.

Montana Residents:

If you have a complaint, contact the consumer assistance division of CrossKudi, Inc at 414-690-8158.

Nebraska Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Nebraska Department of Banking and Finance, <u>https://ndbf.nebraska.gov/</u>, 877-471-3445.

Nevada Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Nevada Division of Financial Institutions, https://fid.nv.gov/, 702-486-4120.

New Hampshire Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the New Hampshire Banking Department, <u>https://www.nh.gov/banking/</u>, 603-271-3561.

New Jersey Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the New Jersey Department of Banking & Insurance, <u>https://www.state.nj.us/dobi/index.html</u>, 800-446-7467 or 609-292-7272.

New Mexico Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the New Mexico Financial Institutions Division, https://www.rld.nm.gov/financial-institutions/about-us/, 505-476-4500.

New York Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to New York State Department of Financial Services, One State Street, New York, NY 10004-1511, by telephone at (800) 342-3736, or online at http://www.dfs.nv.gov/consumer/fileacomplaint.htm.

North Carolina Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the North Carolina Office of the Commissioner of Banks, <u>https://www.nccob.gov/public/</u>, 919-733-3016.

North Dakota Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the North Dakota Department of Financial Institutions, <u>https://www.nd.gov/dfi/</u>, 701-328-9933.

Ohio Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Ohio Division of Financial Institutions, <u>https://www.com.ohio.gov/fiin/</u>, 614.644.6508.

Oklahoma Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Oklahoma Banking Department, <u>https://oklahoma.gov/banking.html</u>, 405-521-2782.

Oregon Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Oregon Division of Financial Regulation, <u>https://dfr.oregon.gov/Pages/index.aspx</u>, 888-877-4894 (OR only) or 503-378-4140.

Pennsylvania Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to Pennsylvania Department of Banking and Securities, <u>https://www.dobs.pa.gov/Pages/default.aspx</u>, 800-722-2657 or 800-600-0007.

Puerto Rico Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Puerto Rico Office of Commissioner of Financial Institutions, <u>https://ocif.pr.gov/Pages/default.aspx</u>, 787-723-3131.

Rhode Island Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Rhode Island Department of Business Regulation Division of Banking, <u>https://dbr.ri.gov/divisions/banking/</u>, 401-462-9503.

South Carolina Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the South Carolina Office of the Attorney General, <u>http://www.scaq.gov/</u>, 803.734.3970.

South Dakota Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the South Dakota Division of Banking, <u>https://dlr.sd.gov/banking/default.aspx</u>, 605-773-3421.

Tennessee Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Tennessee Department of Financial Institutions, <u>https://www.tn.gov/tdfi/</u>, 800-778-4215.

Texas Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi Corp at 1-414-690-8158, if you still have an unresolved complaint regarding the company's money transmission or currency exchange activity, your complaint can be directed to: Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705, 1-877-276-5554, <u>www.dob.texas.gov</u>.

Utah Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Utah Department of Financial Institutions, <u>https://dfi.utah.gov/</u>, 801-538-8830.

Vermont Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Vermont Department of Financial Regulation, https://dfr.vermont.gov/, 802-828-3301.

US Virgin Islands Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to US Virgin Islands Division of Banking, Insurance, and Financial Regulation,

https://ltg.gov.vi/departments/banking-insurance-and-financial-regulation/, 340.774.2991.

Virginia Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Virginia Bureau of Financial Institutions, <u>https://scc.virginia.gov/pages/Bureau-of-Financial-Institutions</u>, 804-371-9657.

Washington Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Washington Department of Financial Institutions, <u>https://dfi.wa.gov/</u>, 877-746-4334.

West Virginia Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the West Virginia Division of Financial Institutions, https://dfi.wv.gov/Pages/default.aspx, 304-558-2294.

Wisconsin Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158.

Wyoming Residents:

If you have a complaint, first contact the consumer assistance division of CrossKudi, Inc at 414-690-8158. If you still have an unresolved complaint regarding the company's money transmission activity, your complaint can be directed to the Wyoming Department of Audit, <u>http://audit.wyo.gov/</u>, 307-777-6605.

13. GENERAL

13.1 Governing law: this Agreement will be governed by Delaware law and the parties submit to the exclusive jurisdiction of the Delaware Courts.

13.2 No Waiver: The failure of CrossKudi to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision.

13.3 Modification: We may modify this Terms and Conditions from time to time without notice to you, except as may be required by law. You can review the most current version of the Terms and Conditions at any time by reviewing this website. You may terminate your use of the Service if you do not agree with any modification or amendment. If you use the Service after the effective date of an amendment or modification, you shall be deemed to have accepted that amendment or modification. You agree that you shall not modify this Terms and Conditions and acknowledge that any attempts by you to modify this Terms and Conditions shall be void.

13.4 Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements relating to the subject matter of this agreement.

13.5 Severability: If any provision of the Terms and Conditions is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should

endeavour to give appropriately valid effect to the intention of the Terms and Conditions as reflected in the provision, and the other provisions of the Terms and Conditions shall remain in full force and effect.

13.6 Any external links to third-party websites on the website are provided as a convenience to you. These sites are not controlled by us in any way and we are not responsible for the accuracy, completeness, legality or any other aspect of these other sites including any content provided on them. You access such websites at your own risk.

Security

We take security very seriously at CrossKudi, and we work hard, using state-of-the-art security measures, to make sure that your information remains secure. The CrossKudi Service is a safe and convenient way to send money to friends and family and to other people that you trust. However, we do advise you to consider very carefully before sending money to anyone that you do not know well. In particular, you should be very cautious of deals or offers that seem too good to be true - they may be scams. If you are aware of anyone or any entity that is using the Service inappropriately, please email us using our <u>contact form</u>. Similarly, if you receive any emails, purporting to be from CrossKudi, which you suspect may be "phishing" (fake) emails, please forward them to us using our <u>contact form</u>.

Contact Information

Questions, notices, and requests for refunds or further information should be sent to CrossKudi, as follows:

CrossKudi, Inc

3283 N 107th Street,

Wauwatosa, WI 53222

Toll free # +1 414 690 8158

Contact us here

Website: www.crosskudi.com

Colorado Division of Banking - Colorado Money Transmitters Act - Customer Notice

Entities other than FDIC insured financial institutions that conduct money transmission activities in Colorado, including the sale of money orders, transfer of funds, and other instruments for the payment of money or credit, are required to be licensed by the Colorado Division of Banking pursuant to the Money Transmitters Act, Title 12, Article 52, Colorado Revised Statutes.

January 2022