

# **TERMS OF SERVICE OF SOLDI NOW, INC.**

**Last Updated: Feb 27, 2025**

## **1. INTRODUCTION**

### **1.1 Overview**

"Soldi Now, Inc." ("we," "us," "our," or "Soldi Now") is a digital payment processing platform designed to facilitate seamless transactions between merchants and their customers. Our services include online payment processing, fraud prevention, and account management.

### **1.2 Acceptance of Terms**

By using any services provided by "Soldi Now, Inc.," you agree to be bound by these Terms of Service ("Terms"). If you do not agree with these Terms, you should discontinue use of our services immediately.

## **2. DESCRIPTION OF SERVICES**

### **2.1 Payment Processing**

"Soldi Now, Inc." offers secure online payment processing, primarily supporting bank account transactions.

### **2.2 Account Management**

Users can create and manage their "Soldi Now, Inc." accounts, which provide access to transaction history, account settings, and customer support.

## **3. USER OBLIGATIONS**

### **3.1 Accurate Information**

You must provide true, accurate, current, and complete information about yourself (and, where applicable, your business) when creating an account and using our services.

### **3.2 Compliance with Laws**

You agree to comply with all applicable laws and regulations in your use of "Soldi Now, Inc." services. This includes financial regulations, consumer protection laws, and any other relevant statutory or regulatory framework.

## **4. FEES AND PAYMENTS**

### **4.1 Fee Structure (Individual Users)**

"Soldi Now, Inc." does not charge any fees for its services to individual users (non-merchant accounts).

## **4.2 Merchant Fees**

Fees and charges applicable to merchants for the use of "Soldi Now, Inc." services will be governed by a separate Merchant Agreement. This agreement will outline the specific fees, payment terms, and other conditions agreed upon by "Soldi Now, Inc." and the merchant.

# **5. PRIVACY AND SECURITY**

## **5.1 Data Protection**

"Soldi Now, Inc." employs robust encryption and security measures to protect user data from unauthorized access, alteration, or disclosure. Please review our [Privacy Policy](#) for more information on how we handle user data.

## **5.2 User Responsibilities**

Users are responsible for maintaining the confidentiality of their account credentials (e.g., username, password) and for all activities that occur under their account.

# **6. INTELLECTUAL PROPERTY**

## **6.1 Ownership**

All content on the "Soldi Now, Inc." platform, including text, graphics, logos, and software, is the property of "Soldi Now, Inc." or its licensors.

## **6.2 Restrictions**

You may not use any "Soldi Now, Inc." trademarks, logos, or other proprietary graphics without our express written permission.

# **7. TWO-FACTOR AUTHENTICATION (2FA)**

## **7.1 OTP Service**

Users may opt in to receive a One-Time Password (OTP) via SMS as a form of 2FA to enhance the security of their transactions and account access.

## **7.2 Alternative 2FA**

Users may also opt for alternative 2FA methods, such as email verification, if they prefer not to use the OTP SMS service.

## **7.3 Opt-Out**

You can opt out of the OTP service or switch between 2FA methods at any time through your account settings.

## **8. FRAUD PREVENTION AND RESOLUTION**

### **8.1 Fraud Detection**

"Soldi Now, Inc." employs advanced fraud detection and prevention measures to protect users' transactions and accounts.

### **8.2 Reporting Fraud**

Users must immediately report any suspected fraudulent activity or unauthorized transactions to "Soldi Now, Inc." through the support contact provided (see Section 14).

### **8.3 Resolution of Fraud**

"Soldi Now, Inc." will investigate reported fraud and unauthorized transactions. Due to the instant and sometimes irrevocable nature of transactions (e.g., via FedNow or RTP), early reporting may not prevent the transaction from being completed. However, prompt reporting is crucial for documenting the incident and potentially assisting in recovery efforts. If fraud is confirmed, "Soldi Now, Inc." may take appropriate actions, which may include working with the involved financial institutions to seek a resolution and taking steps to prevent further fraudulent activities, including suspending or terminating the fraudulent account.

## **9. REFUNDS AND RETURNS**

### **9.1 Merchant Policies**

Refunds and returns are subject to the policies of the individual merchants. "Soldi Now, Inc." is not responsible for merchant refund or return policies.

### **9.2 Requesting a Refund**

Users must contact the merchant directly to request a refund or return. If the issue is not resolved, users may contact "Soldi Now, Inc." for assistance in mediating the dispute.

### **9.3 Mediation Support**

"Soldi Now, Inc." may assist in mediating disputes between users and merchants, but does not guarantee a resolution. The final decision rests with the merchant's policies and applicable laws.

## **10. TERMINATION AND SUSPENSION**

### **10.1 Termination by User**

Users may close their accounts at any time via their account settings.

### **10.2 Suspension/Termination by Soldi Now, Inc.**

"Soldi Now, Inc." reserves the right to suspend or terminate accounts that violate these Terms or engage in unlawful or fraudulent activities.

## **11. LIMITATION OF LIABILITY**

### **11.1 Disclaimers**

"Soldi Now, Inc." is not liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the services.

### **11.2 Indemnification**

You agree to indemnify and hold harmless "Soldi Now, Inc." from any claims arising from or related to your use of the services, violation of these Terms, or infringement of any third-party rights.

## **12. DISPUTE RESOLUTION**

### **12.1 Governing Law**

These Terms shall be governed by the laws of the State of Delaware, without regard to its conflict-of-laws principles.

### **12.2 Arbitration Agreement**

Any disputes arising under these Terms will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. You agree to submit to the personal jurisdiction and venue of the arbitration forum in the State of Delaware.

## **13. GENERAL PROVISIONS**

### **13.1 Amendments**

"Soldi Now, Inc." reserves the right to modify these Terms at any time. Any changes will be effective upon posting the revised Terms on our platform. Your continued use of the services indicates acceptance of the revised Terms.

### **13.2 Severability**

If any provision of these Terms is held invalid or unenforceable, the remainder of the Terms shall remain in full force and effect.

## **14. CONTACT INFORMATION**

### **14.1 Support**

For support or questions about these Terms, please contact us at:

- **Email:** [support@soldinow.com](mailto:support@soldinow.com)
- **Website:** <https://www.soldinow.com>
- **Phone:** 408-203-6058

## 15. INTEGRATION WITH DWOLLA

### 15.1 Dwolla Payment Functionality

To use the payment functionality of "Soldi Now, Inc."’s application, you must open a “Dwolla Account” provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in or transferred through your Dwolla Account are held or transferred by Dwolla's [financial institution partners](#). You must be at least 18 years old to create a Dwolla Account. You authorize "Soldi Now, Inc." to collect and share with Dwolla your personal information, including full name, date of birth, social security number, physical address, email address, and financial information; you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla Account through "Soldi Now, Inc."’s application, and Dwolla account notifications will be sent by "Soldi Now, Inc.," not Dwolla. "Soldi Now, Inc." will provide customer support for your Dwolla Account activity and can be reached at <https://www.soldinow.com>, support@soldinow.com, or 408-203-6058.

## 16. COMPLIANCE WITH EFTA

### 16.1 Electronic Fund Transfer Act (EFTA)

"Soldi Now, Inc." complies with the Electronic Fund Transfer Act (EFTA) and its implementing Regulation E, which provides consumer protections for electronic fund transfers (EFTs). Users have the right to receive disclosures about their rights and responsibilities regarding EFTs.

- **Unauthorized Transactions:** If you notice an unauthorized transaction, contact us immediately. We will investigate and resolve disputes in accordance with EFTA requirements.
- **Liability Limits:** Your liability for unauthorized EFTs may be limited by EFTA, depending on how quickly you report the issue.

### 16.2 Error Resolution

In case of errors or questions about your electronic transfers, please contact us promptly at support@soldinow.com. We will investigate and correct any errors in compliance with EFTA guidelines. Prompt reporting is essential to limit potential losses and ensure timely resolution.