

Terms of Service

Effective as of January 3, 2026

These are the terms by which you will be bound when you use the services accessible at <https://www.biscayne.online>. Do not use [biscayne.online](https://www.biscayne.online) if you do not agree to be bound by these terms. By using [Biscayne.online](https://www.biscayne.online) you agree to everything contained in these Terms of Service.

As used throughout this Terms of Service, the terms “Biscayne”, “we”, “us”, and “our” refer to Biscayne Global Service Inc., together with its employees, directors, successors, and assignees. The terms ‘you’ and ‘your’ refer to individuals or legal entities authorized to access and use the Biscayne Platform.

1. THE SERVICE

1.1 Definitions - Biscayne – Partner Banks – Service Providers

“Partner Bank” means a duly licensed and regulated financial institution that provides banking services to Users, including but not limited to the issuance and maintenance of bank accounts, custody of funds, payment rails (ACH, Fedwire, SWIFT or similar), and the performance of regulatory obligations such as AML, KYC, and sanctions screening under applicable U.S. federal and state banking regulations.

“Service Providers” means third-party entities, other than Partner Banks, that may participate in the processing, routing, settlement, or payout of transactions, including payment processors, correspondent banks, and local payout partners, each acting within its own regulatory perimeter.

“Biscayne Platform” or “Platform” means the technology infrastructure, software, interfaces, and APIs operated by Biscayne that enable Users to access, initiate, transmit, monitor, and reconcile payment instructions processed by Partner Banks and/or Service Providers.

“User” means an individual or legal entity authorized to access and use the Biscayne Platform, whether for personal or business purposes, subject to these Terms of Service.

“Transaction” means a payment instruction initiated by a User through the Biscayne Platform and executed exclusively by a Partner Bank and/or other regulated Service Provider.

1.2 Role of Biscayne as Technology Middleware.

Biscayne acts solely as a technology middleware provider. Biscayne does not operate as a bank, money services business, money transmitter, payment institution, or financial intermediary. Biscayne does not accept deposits, hold, control, or safeguard User funds, nor does it execute or settle payment transactions. All banking, custody, and payment execution services are provided exclusively by Partner Banks and, where applicable, other regulated Service Providers.

1.3 Regulatory Perimeter and Allocation of Responsibilities.

The Partner Bank is solely responsible for the issuance and maintenance of User bank accounts, the custody of funds, the execution and settlement of payment transactions, and compliance with applicable banking laws and regulations, including AML, KYC, and sanctions requirements. Biscayne's role is limited to providing technological access and support services to Users in connection with such bank accounts and transactions.

1.4 No Independent Financial Intermediation.

Biscayne does not intermediate funds on its own account, does not pool or commingle User funds, and does not maintain operational or omnibus accounts holding User funds. At no time do User funds become the property of, or are controlled by, Biscayne.

1.5 Banking Documentation Prevails.

Users acknowledge that their bank accounts and related payment services are governed by the terms and conditions of the applicable Partner Bank. In the event of any inconsistency between these Terms of Service and any documentation issued by a Partner Bank regarding account ownership, custody of funds, or payment execution, the Partner Bank documentation shall prevail.

2. FUNDS FLOW & TRANSACTION MECHANICS

2.1 Transaction Amount

Transaction Amount means the amount instructed by the User to be debited, credited, or otherwise processed by the applicable Partner Bank or other regulated Financial Institution in connection with a payment instruction initiated through the Biscayne Platform. At no time is the Transaction Amount received, held, or controlled by Biscayne.

2.2 Funds Flow and Payment Execution.

Users acknowledge and agree that Biscayne does not participate in the movement of funds. The flow of funds in connection with any payment instruction initiated through the Platform operates as follows:

- (a) the User submits a payment instruction through the Biscayne Platform;
- (b) such instruction is transmitted by Biscayne to the applicable Partner Bank and/or other regulated Service Provider;
- (c) the Partner Bank or Service Provider executes the payment transaction using its own regulated payment rails, including but not limited to ACH, Fedwire, SWIFT, or equivalent systems; and
- (d) funds are credited to the recipient strictly within the regulated financial system of such Partner Bank or Service Provider.

At no stage does Biscayne receive, hold, transmit, or settle funds.

2.3 Bank Transfer Equivalency.

Any payment transaction initiated through the Biscayne Platform shall be deemed equivalent to a direct bank transfer executed by the applicable Partner Bank, given that account ownership, custody of funds, and payment execution remain at all times within the regulated banking perimeter of such Partner Bank.

2.4 No Agency or Representation.

Biscayne does not act as an agent, representative, fiduciary, or financial intermediary for Users or recipients. No agency, mandate, partnership, or trust relationship is created by the use of the Platform. Biscayne's role is strictly limited to the transmission of payment instructions and the provision of technological services.

2.5 No Custody; No Commingling.

Biscayne does not maintain custody of User funds, does not operate pooled, omnibus, or operational accounts holding User funds, and does not commingle User funds with its own funds or with the funds of other Users. Biscayne has no authority to debit, credit, freeze, or otherwise dispose of User funds.

2.6 Fees and Charges.

Fees charged by Biscayne constitute compensation solely for access to and use of the Biscayne Platform and related technology services. Any banking fees, payment processing charges, foreign exchange costs, or other transaction-related charges are determined and applied by Partner Banks and/or other Service Providers and may be passed through to Users without markup by Biscayne.

Biscayne does not receive any portion of transaction funds as consideration for its services. Fees charged by Biscayne are independent of the amount, destination, or execution of any Transaction.

2.7 Transaction Rejections and Failures.

Biscayne shall not be responsible for the rejection, delay, reversal, or failure of any payment transaction resulting from the policies, systems, compliance requirements, or operational decisions of Partner Banks or other Service Providers. Users acknowledge that such matters are governed by the applicable Partner Bank's terms and regulatory obligations.

3 — AML / KYC & COMPLIANCE ALLOCATION

3.1 Compliance Framework.

Biscayne operates within a shared compliance framework in coordination with Partner Banks and other regulated Service Providers. Biscayne's compliance obligations are limited to its role as a technology middleware provider and do not include money transmission, custody of funds, or execution of payment transactions.

3.2 Partner Bank Responsibilities.

Partner Banks are solely responsible for:

- (a) Customer Identification Program (CIP) and Know Your Customer (KYC) procedures applicable to bank accounts;
- (b) verification of identity and beneficial ownership in accordance with applicable banking

regulations;

- (c) sanctions and OFAC screening at the banking level;
- (d) transaction monitoring within their regulated payment rails;
- (e) regulatory reporting obligations under U.S. federal and state banking laws; and
- (f) approval, rejection, suspension, or termination of transactions or accounts based on regulatory or compliance requirements.

Biscayne Responsibilities.

Biscayne is responsible for:

- (a) onboarding and access controls to the Biscayne Platform;
- (b) collection and validation of User information required for platform access or as requested by Partner Banks;
- (c) KYB procedures applicable to Business Users for purposes of platform access, including verification of corporate authority and ownership information where applicable;
- (d) implementation of fraud prevention, device monitoring, and platform security controls;
- (e) enforcement of these Terms of Service and acceptable use policies; and
- (f) cooperation with Partner Banks and competent authorities by providing information reasonably required for compliance purposes.

User Obligations.

Users, whether individuals or legal entities, represent and warrant that all information provided to Biscayne and Partner Banks is accurate, complete, and up to date, and that all funds associated with payment instructions originate from lawful sources. Business Users further represent that they are duly authorized to act on behalf of the relevant legal entity and to use the Service in compliance with applicable laws.

3.3 Information Sharing and Cooperation.

Users authorize Biscayne to share relevant User information and transaction-related data with Partner Banks and Service Providers for purposes of compliance, fraud prevention, and regulatory obligations. Biscayne may also receive compliance-related information from Partner Banks strictly for platform administration and risk management purposes.

3.4 Compliance-Based Restrictions.

Biscayne may suspend or restrict a User's access to the Platform if required by Partner Banks, Service Providers, or applicable law, or if Biscayne reasonably determines that continued access may pose compliance, fraud, or security risks. Any restrictions related to the execution or settlement of transactions shall be implemented by the applicable Partner Bank.

3.5 No Regulatory Delegation.

Nothing in these Terms shall be construed as delegating or transferring any regulatory license, authorization, or status from a Partner Bank to Biscayne. Biscayne does not rely on, nor claim, any banking or money transmission license and does not perform regulated financial activities.

3.6 Regulatory Characterization.

The parties acknowledge and agree that the Services are intended to be characterized as technology and middleware services. No provision of these Terms shall be interpreted to recharacterize Biscayne as a money services business, money transmitter, bank, or payment institution.

4 — USER TYPES & USAGE RESTRICTIONS

4.1 User Categories.

The Biscayne Platform may be used by (i) individual users (“Individual Users”) and (ii) legal entities or organizations (“Business Users”). Access to and use of the Platform is subject to the requirements and restrictions applicable to each User category, as set forth herein and as may be further specified by Partner Banks.

4.2 Individual Users.

Individual Users may access and use the Platform solely for personal and lawful purposes. Individual Users may not use the Platform for commercial, merchant, or third-party processing purposes, nor act on behalf of any other person or entity unless expressly authorized by Biscayne and the applicable Partner Bank.

4.3 Business Users.

Business Users represent and warrant that they are duly organized, validly existing, and authorized to operate in their jurisdiction of incorporation, and that the individual accessing the Platform on their behalf has full authority to bind such entity. Business Users may use the Platform solely in connection with their own lawful business activities and in accordance with these Terms and applicable law.

4.4 Authority and Beneficial Ownership.

Business Users shall provide accurate and complete information regarding their legal existence, ownership structure, beneficial owners, and authorized signatories, as reasonably requested by Biscayne or Partner Banks for platform access and compliance purposes. Business Users shall promptly notify Biscayne of any changes thereto.

4.5 Third-Party Funds.

Except where expressly approved in writing by Biscayne and the applicable Partner Bank, Users may not use the Platform to process, hold, transfer, or otherwise deal with funds belonging to third parties. Any authorized handling of third-party funds shall be subject to additional requirements, disclosures, and restrictions imposed by Partner Banks. This restriction does not apply to payments made from a User’s own bank account issued by a Partner Bank in the ordinary course of lawful personal or business activities..

4.6 Prohibited Uses.

Users may not use the Platform to:

- (a) circumvent or evade banking, money transmission, or payment regulations;
- (b) offer unlicensed financial services to third parties;
- (c) process payments on behalf of others without authorization;
- (d) engage in fraudulent, deceptive, or unlawful activities; or
- (e) interfere with the integrity or security of the Platform.

4.7 Delegated Access and Sub-Accounts.

Any delegated access, sub-account structures, or multi-user arrangements are permitted only if expressly enabled by Biscayne and supported by the applicable Partner Bank, and shall be subject to additional terms and controls.

4.8 User Responsibility.

Users are solely responsible for all activity conducted through their Platform access credentials. Biscayne shall not be responsible for losses arising from unauthorized use, misuse, or violations of these Terms by Users.

PUNTO 5 — REGULATORY & SERVICE DISCLAIMERS

5.1 No Bank; No Deposits.

Biscayne is not a bank or depository institution. Biscayne does not accept deposits, maintain deposit accounts, or provide banking services. Any bank accounts accessible through the Platform are issued, maintained, and regulated exclusively by Partner Banks.

5.2 No Money Transmission.

Biscayne is not a money services business, money transmitter, or payment institution. Biscayne does not receive, transmit, settle, or disburse funds. All fund movements are executed exclusively by Partner Banks and/or other regulated Service Providers.

5.3 No Custody or Control of Funds.

Biscayne does not hold, control, or have any ownership interest in User funds, and has no authority to debit, credit, freeze, or otherwise dispose of User funds.

5.4 No Securities or Brokerage Services.

Biscayne is not a broker-dealer, securities intermediary, investment adviser, or agent of any securities exchange. Biscayne does not offer, execute, clear, settle, or custody securities transactions, nor does it provide services related to the trading or placement of securities or other financial instruments.

5.5 No Advice.

Biscayne does not provide investment, financial, tax, or legal advice. Any information made available through the Platform is provided solely for general informational purposes and should not be relied upon as advice.

5.6 No Fiduciary Relationship.

Nothing in these Terms or in the use of the Platform creates a fiduciary, advisory, agency, or trust relationship between Biscayne and any User.

5.7 Independent Regulatory Status.

Partner Banks and other Service Providers operate under their own licenses, regulatory obligations, and supervisory frameworks. Biscayne does not assume, and shall not be deemed to assume, any regulatory obligations applicable to such entities.

6 — CONSISTENCY, PREVALENCE & REGULATORY INTENT

6.1 Document Hierarchy and Consistency.

These Terms of Service govern the User's access to and use of the Biscayne Platform. Users acknowledge that certain banking and payment services are provided by Partner Banks and other Service Providers under their own terms and conditions. In the event of any inconsistency between these Terms and any documentation issued by a Partner Bank or other regulated Service Provider with respect to account ownership, custody of funds, payment execution, or regulatory obligations, such third-party documentation shall prevail solely with respect to those matters.

6.2 Onboarding and Third-Party Communications.

Users acknowledge that onboarding materials, welcome letters, disclosures, and communications issued by Partner Banks or Service Providers form part of the overall service framework and may supplement these Terms without modifying Biscayne's role as a technology middleware provider.

6.3 Regulatory Intent.

The parties expressly acknowledge and agree that the Services are intended to be characterized as technology and middleware services. Nothing in these Terms shall be interpreted to recharacterize Biscayne as a bank, money services business, money transmitter, payment institution, broker-dealer, or provider of regulated financial services.

6.4 No Expansion of Regulatory Obligations.

Nothing in these Terms shall be deemed to expand, limit, or waive any regulatory obligation applicable to Partner Banks or other Service Providers, nor to confer upon Biscayne any regulatory status, license, or authorization that it does not independently hold.

6.5 Severability with Regulatory Preservation.

If any provision of these Terms is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible to preserve the regulatory intent of the parties, and the remaining provisions shall remain in full force and effect.

6.6 No Implied Modification.

No course of dealing, usage of trade, or User conduct shall be deemed to modify or recharacterize the Services or Biscayne's role as described in these Terms.

7. HOW AND WHY WE COLLECT PERSONAL INFORMATION

Privacy Policy. By agreeing to this Terms of Service, you acknowledge and consent to Biscayne's Privacy Policy.

Customer Identification Program. To the extent applicable to Biscayne's role as a technology middleware provider and as required by Partner Banks or applicable law, U.S. law may require the collection, verification, and recording of certain information about Users. We may require that you provide us with nonpublic, personal, identifying information. We may also lawfully obtain information about you from other sources without your knowledge, including non-personal identifying information that we may obtain while you visit this website. Please see our Privacy Policy.

Government Disclosures. We may provide information about you and your Transactions to government authorities and law enforcement agencies, as described in our Privacy Policy.

Verifying information. You authorize us to make any inquiries, to you or to others, which are necessary to validate the information that you provide to us. This may include asking you for additional information, requiring you to take steps to confirm ownership of your email address or financial instruments, verifying your information against third party databases, or through other sources.

8. DISPUTES, QUESTIONS AND REFUNDS

General. Let us know at any time if you have any issues, questions or concerns about the Service by contacting us using the contact information at the bottom of this Terms of Service. When doing so, you should provide the User's full name, address, and phone number, and a description of the problem. However, please note that any issues related to your bank account will be governed by your account agreement you have with your financial institution.

9. Biscayne'S INTELLECTUAL PROPERTY

You acknowledge that the Service, including the content of this website, text, graphics, logos, and images, as well as all other Biscayne copyrights, trademarks, logos, and product and service names are owned exclusively by Biscayne Global Service Inc. (the "Biscayne

Intellectual Property"). You agree not to display, use, copy, or modify the Biscayne Intellectual Property in any manner. You are authorized solely to view and retain a copy of the pages of this website for your own personal, non-commercial use. You further agree not to: (i) use any robot, spider, scraper or other automated device to access the Service; (ii) remove or alter any author, trademark or other proprietary notice or legend displayed on this website (or printed pages thereof); or (iii) infringe Biscayne's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.

10. DISCLAIMER OF WARRANTIES

We make reasonable efforts to ensure that Transactions are processed in a timely manner, but we make no representations or warranties regarding the time needed to complete processing because the Service is dependent on many factors outside our control. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary state to state. In any event, you may have a right to a refund as expressly described herein.

11. INDEMNITY

You agree to indemnify and hold Biscayne, Service Providers, and their respective subsidiaries, officers, agents, partners, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, your connection to the Service, your violation of the Terms of Service, or your violation of any rights of another.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL Biscayne, SERVICE PROVIDERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES BEYOND THE SUM OF \$500.00 (IN ADDITION TO REFUNDING THE TRANSACTION AMOUNT AND SERVICE FEES), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Biscayne HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM NEGLIGENCE ON THE PART OF Biscayne, DISBURSEMENT PARTNERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, OR EMPLOYEES.

13. DISPUTE RESOLUTION AND GOVERNING LAW

Governing Law. These Terms of Service shall be governed according to the laws of the State of Florida, and all activities performed in connection with the Service shall be deemed to have been performed in Florida. Any controversy, dispute, or claim arising out of or relating to the Service or Terms of Service (a "Claim") shall be governed by and construed

in accordance with the laws of Florida, except that body of law governing conflicts of law. Disputes with Biscayne. If a dispute arises between you and Biscayne, our goal is to learn about and address your concerns. If we are unable to address your concerns to your satisfaction, we will seek to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and Biscayne regarding the Service may be reported online to via our online support; or by mail at legales@biscayne.online

Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through an established alternative dispute resolution (ADR) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Forum for Disputes. Except as otherwise agreed by the parties or as described in section 12(c) above, you agree that any claim or dispute you may have against Biscayne Global Service Inc must be resolved by a court located in Florida. You agree to submit to the personal jurisdiction of the courts located within Florida for the purpose of litigating all such claims or disputes.

Improperly Filed Litigation. All claims you bring against Biscayne must be resolved in accordance with section 12 of this Agreement. All claims filed or brought contrary to section 12 shall be considered improperly filed, and a breach of this Agreement. Should you file a claim contrary to section 12, Biscayne may recover attorneys' fees and costs (including in-house attorneys and paralegals) up to \$1,000.00 USD, provided that Biscayne has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

14. ELECTRONIC COMMUNICATIONS.

You acknowledge that this Terms of Service shall be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means: (i) this Terms of Service and any amendments, modifications or supplements to it; (ii) your records of transactions through the Service; (iii) any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law; (iv) any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service; (v) any other communication related to the Service or Biscayne. 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 of Service.

15. MISCELLANEOUS

Entire Agreement. The Terms of Service constitutes the entire agreement between you and Biscayne and governs your use of the Service, superseding any prior agreements between you and Biscayne.

No Waiver. The failure of Biscayne to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by an arbitrator or a court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give appropriately valid effect to the intention of the Terms of Service as reflected in the provision, and the other provisions of the Terms of Service shall remain in full force and effect. **Modification.** We may modify this Terms of Service from time to time without notice to you, except as may be required by law or previously agreed upon on the agreement between you and Service Provider. You can review the most current version of the Terms of Service 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 of Service and acknowledge that any attempts by you to modify this Terms of Service shall be void.

16. SECURITY

Your security is very important to Biscayne, and we use a variety of security measures to make sure that your information is secure. We urge you to think carefully before sending money to anyone that you do not know well. In particular, you should be cautious of deals or offers that seem too good to be true. If you think you have been or might be a victim of fraud, please contact us immediately by email. If you are aware of anyone or any entity that is using the Service inappropriately, please email us at legales@biscayne.online.

And if you receive any fake (phishing) emails, purporting to be from Biscayne, please forward them to us at legales@biscayne.online.

17. CONTACT INFORMATION

Questions, notifications, and requests for refunds or further information can be sent to Biscayne, as follows: online customer support; by email at legales@biscayne.online