Terms and Conditions

Last Updated: October 6, 2026

PLEASE READ THESE TERMS CAREFULLY. SECTION 33 CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. UNLESS YOU OPT OUT AS DESCRIBED IN SECTION 33, YOU AND WE AGREE TO RESOLVE MOST DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT, AND YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.

1. Why is this document important?

This document sets out the terms and conditions for your Smart Energy Pays account (your "Account") and the related services we make available to you in the United States (the "Services"). It also sets out other important things you need to know.

These terms and conditions (the "Terms") form a legal agreement between you, the Account holder, and us, SMART ENERGY PROVIDER LLC ("Smart Energy Pay", "we", "us" or "our"). In these Terms, "you" and "your" mean the person who opens and holds the Account.

www.smartenergypays.us and the Smart Energy Pays mobile app in the United States are operated by SMART ENERGY PROVIDER LLC, a Florida limited liability company (Florida document number L25000037694), with its principal office at 101 NE 43 St, Miami, FL 33137, United States of America.

Together with these Terms, the following documents form our agreement with you (the "Agreement"):

- the Fees Page, published on our website and in the app;
- our Privacy Policy and our U.S. Consumer Privacy Notice;
- our E-Sign and Electronic Communications Consent;
- our Prohibited Activities list; and
- any product-specific terms you accept when you start using a particular product, including the Smart Energy Pays Card Terms (the "Card Terms"), the Virtual Account Terms, and any Paid Plan Terms or Business Account Terms (together, "Product Terms").

If anything in these Terms conflicts with Product Terms, the Product Terms apply to that product.

We provide our Services mainly through the Smart Energy Pays mobile app, but also through our website, other apps, APIs and other means. These Terms apply however you access our Services. For example, when we talk about Smart Energy Pays Card payments, we mean payments using a physical card, a virtual card, or a card added to Apple Pay, Google Pay or another supported mobile wallet.

You can download a copy of these Terms from the Smart Energy Pays app or website at any time. We recommend that you keep a copy for your records.

2. Who provides the Services? Important disclosures

SMART ENERGY PROVIDER LLC IS A FINANCIAL TECHNOLOGY COMPANY AND IS NOT A BANK. WE DO NOT ACCEPT DEPOSITS AND WE DO NOT PROVIDE FDIC INSURANCE.

Some of the Services available through the Smart Energy Pays platform are provided by licensed banks and other regulated financial institutions that we work with (our "Bank Partners" and "Third-Party Providers"):

- Card services. The Smart Energy Pays Visa® Card (your "Card") is issued by a licensed bank (the "Issuer") pursuant to a license from Visa U.S.A. Inc. The Issuer is identified in the Card Terms and on the back of your Card. Your use of the Card is governed by the Card Terms, which you must accept before your Card is issued.
- Virtual accounts and fiat-to-digital-asset conversion. U.S. dollar account and routing details ("Virtual Account Details"), and the conversion of U.S. dollars to supported stablecoins and back, are provided by our Third-Party Providers and their Bank Partners under the Virtual Account Terms, which you must accept before using those features.
- Digital asset services. Custody, transfer and conversion of supported digital assets are provided through Third-Party Providers that we select.

Where U.S. dollar funds are held on your behalf at an FDIC-insured Bank Partner, those funds may be eligible for pass-through FDIC insurance, but only to the extent permitted by FDIC rules and only if the requirements for pass-through coverage are met. FDIC insurance protects only against the failure of the insured bank. It does not protect against the failure of Smart Energy Pay or any other non-bank company, and it does not cover digital assets.

DIGITAL ASSETS, INCLUDING STABLECOINS, ARE NOT LEGAL TENDER, ARE NOT BANK DEPOSITS, ARE NOT INSURED BY THE FDIC OR SIPC, AND MAY LOSE VALUE.

We may add, change or replace our Bank Partners and Third-Party Providers from time to time. If a change affects your Account, we will tell you in the app or by email.

3. What type of account is my Account?

Your Account is a digital account that you manage through the Smart Energy Pays app. Depending on your eligibility, verification level and state of residence, you can use your Account to:

- hold, send and receive supported digital assets;
- convert between supported digital assets and U.S. dollars;
- receive and send U.S. dollar payments using your Virtual Account Details, for example by ACH or wire transfer; and
- fund and manage your Smart Energy Pays Card.

Your Account is not a checking or savings account, and Smart Energy Pay does not hold your U.S. dollar balance as a bank deposit.

We offer Personal Accounts for individuals and Business Accounts for companies. Business Accounts are also subject to the Business Account Terms. Some features may only be available after you complete additional identity verification, and some features may not be available in every U.S. state or territory.

4. Can I open an Account?

To open a Personal Account, you must:

- be at least 18 years old and able to enter into a legally binding contract;
- be a resident of the United States, with a valid U.S. residential address (not a P.O. box);
- have a valid Social Security Number or Individual Taxpayer Identification Number;
- not reside in a U.S. state or territory where we do not offer the relevant Service (the current list is shown in the app); and
- not be located in, or a resident of, a country or region subject to comprehensive U.S. sanctions, and not be listed on, or owned or controlled by anyone listed on, any U.S. government sanctions list, including those maintained by the Office of Foreign Assets Control (OFAC).

Important information about opening an Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. When you open an Account, we, the Issuer, our Bank Partners and our Third-Party Providers will ask for your name, address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other government-issued identification documents, and ask where the funds you will use in your Account come from.

When we have the information we need and have completed our checks, we will open your Account. We may refuse to open an Account for any lawful reason.

You can't:

- open more than one Smart Energy Pays Personal Account;
- use a Personal Account for business purposes; or
- open a new Personal Account if we have previously closed a Smart Energy Pays account in your name.

Keeping your information up to date

Please keep your details up to date and let us know immediately through the app if any information you have given us changes. If we discover that any of your information is incorrect, we will ask you to update it.

To meet our legal and regulatory obligations, we may sometimes need to ask you for more information (for example, if your spending or transaction activity increases). Please provide this information promptly so that there is no disruption to your Account or our Services.

5. Using your Account

Once you have digital assets or funds in your Account, you can, for example:

- send digital assets or money to, and receive them from, other Smart Energy Pays Accounts;
- convert digital assets into U.S. dollars and U.S. dollars into digital assets (we call this a "conversion"). The assets available may change from time to time;
- send money to an external U.S. bank account and digital assets to an external wallet;
- make payments and withdraw cash at ATMs using your Smart Energy Pays Card; and
- view information about and manage your Account.

We add new features and services regularly, and we will let you know about them through the app. New features may be subject to their own Product Terms.

6. Paid Plans and Smart Energy Pays Points

Some features are available only on a paid subscription plan ("Paid Plan"). Paid Plans are subject to the Paid Plan Terms and the fees shown on the Fees Page and in the app at the time you subscribe.

We may also offer Smart Energy Pays points ("Points"), which are digital credits issued by Smart Energy Pay that can be redeemed for subscriptions or access to features on our platform. Points are not money, are not a deposit, have no cash value, cannot be redeemed for cash, and cannot be transferred or sold unless we expressly allow it. Points are subject to any program rules we publish in the app.

7. Adding funds and digital assets to your Account

U.S. dollars

Once your Virtual Account Details are available, you can add U.S. dollars to your Account by ACH or wire transfer from a bank account in your own name. Incoming funds are subject to the Virtual Account Terms, our Bank Partners' processing times and any limits shown in the app. We may return funds that come from an account that is not in your name.

Digital assets

You can add supported digital assets to your Account by transferring them from an external wallet. You must send only supported digital assets, using only the supported blockchain network shown in the app. Digital assets sent to the wrong address, on an unsupported network, or of an unsupported type may be permanently lost, and we may not be able to recover them.

Fees may apply to deposits. We'll always try to tell you the fee in advance, and how fees are calculated is set out on our Fees Page.

8. Transferring funds between Smart Energy Pays Accounts

You can send digital assets and money to, and receive them from, other Smart Energy Pays Accounts. We call these "Instant Transfers". Instant Transfers are normally received immediately.

You can make an Instant Transfer by choosing the recipient from your contacts list in the app, by entering their username, or by using any other method we provide to identify them and following the prompts.

9. Sending payments out of your Account

Payments to external bank accounts

You can send U.S. dollars from your Account to an external bank account by ACH or wire transfer, where available. Processing times depend on the payment method and our Bank Partners, and are shown in the app.

Transfers to external wallets

You can send supported digital assets to an external wallet by providing a wallet address. These transfers are recorded on a public blockchain and are irreversible once confirmed. They are normally sent instantly and are expected to arrive within 30 minutes, but can sometimes take up to a day depending on network conditions. Network fees and our fees will apply (see our Fees Page).

10. Using your Smart Energy Pays Card

You can make purchases and withdraw cash at ATMs using your Card. Your Card is issued by the Issuer, and your use of the Card is governed by the Card Terms. If these Terms and the Card Terms conflict on anything relating to your Card, the Card Terms apply.

When you make a Card transaction, the amount is taken from the available balance linked to your Card. Where you have chosen to fund Card transactions from digital assets, the required amount is converted at the time of authorization at the rate shown in the app.

Fees apply to some Card transactions, including ATM withdrawals. These are set out on our Fees Page and in the Card Terms. ATM operators may also charge their own fees.

Refunds, disputes and unauthorized Card transactions

If a merchant agrees to give you a refund, the refunded amount will be credited back to your Account once we receive it from the merchant. If you have a problem with a purchase, please first contact the merchant.

If you think a Card transaction was unauthorized or incorrect, contact us through the app as soon as possible. Your rights to dispute Card transactions, and your liability for unauthorized Card transactions, are set out in the Card Terms and under applicable law, including the Electronic Fund Transfer Act and Regulation E where they apply. Nothing in these Terms limits those rights.

11. What exchange rate do you use?

The rate we use for conversions is shown in the app before you confirm a conversion, and our fees are set out on our Fees Page.

Digital asset prices can change quickly. The rate may change between the time you request a conversion and the time we carry it out, so you may receive slightly more or less than you expected.

We are not responsible if someone else charges you fees or applies a different rate for a currency conversion. For example, if you are traveling abroad and agree on a card terminal to pay in U.S. dollars instead of the local currency, the merchant or its bank is converting the currency for you and may charge a fee or use a different rate.

12. Can I cancel a payment or conversion?

Once a payment or conversion has been submitted and processed, it generally cannot be cancelled. Transactions recorded on a blockchain are irreversible, and outgoing bank payments usually cannot be recalled once sent. It is your responsibility to make sure that all payment and conversion details are correct before you confirm a transaction.

If you have made an error or suspect unauthorized activity, contact our support team immediately. Even where we cannot cancel a transaction, we will help you review the situation and may take steps to limit further issues, although we cannot guarantee that funds can be recovered.

This section does not limit any right you have under the Card Terms or applicable law to dispute an unauthorized or incorrect electronic fund transfer.

13. What to do if something goes wrong with a payment

We'll always try to process your payments correctly and on time, but sometimes things go wrong and a payment might be delayed or not received by the person you wanted to pay.

If something has gone wrong, let us know through the app as soon as possible, and in any event within 60 days after the transaction first appears in your Account history. If the funds are not received by the intended recipient because of an error on our side, we'll refund the payment to your Account.

If you think you have made a mistake

Always check that you have entered the correct details before you make a payment. It's a good idea to make a small test payment (for example, USD 1) to check that the details are correct. Please also remember:

- Always make sure you know the person you are paying. If someone you don't know asks you to send them money or digital assets, you may be the target of a scam, and we may not be able to recover your funds.
- The contacts you see in the app come from the names and details saved on your own phone. They are not verified by us or anyone else.
- Usernames can look similar to each other and can be changed by users. We remove inappropriate usernames, but we do not verify them.

We are not responsible if we make a payment to the recipient you told us to pay, even if you gave us the wrong account number, wallet address, username or phone number by mistake. The decision to make a payment is always yours.

14. What if someone makes an unauthorized transaction from my Account?

If you think someone has made a transaction from your Account without your permission, tell us immediately through the app or by email at support@smartenergypays.us. Telling us quickly is the best way to limit possible losses.

For Card transactions and other electronic fund transfers covered by the Electronic Fund Transfer Act and Regulation E, your liability and our error-resolution obligations are as set out in the Card Terms or the applicable Product Terms and under applicable law.

For other transactions, we will investigate and will reimburse you if the loss happened because of our error or after you told us that your security details or Card were compromised. We won't reimburse you if you acted fraudulently, or if you intentionally or with gross negligence failed to keep your security details or Card safe, except where applicable law requires us to. For example, we won't reimburse you if you gave someone your Card PIN or one-time passcode and they used it to make a transaction.

15. When we will refuse or delay a payment

We may refuse or delay a payment (including incoming and outgoing payments) if:

- legal or regulatory requirements prevent us from making the payment or require us to carry out further checks;
- you have broken these Terms in a way that we reasonably believe justifies refusing or delaying the payment;
- we believe that processing your instruction would break these Terms, or your instruction doesn't contain all the information we need;
- the amount is over, or would take you over, a limit that applies to your Account;
- there are not enough funds available in your Account to make the payment and cover any fee;
- a third party prevents us from making the payment (for example, if Visa, the Issuer or a Bank Partner does not allow a payment or ATM withdrawal);
- you owe us money and we are exercising our right of set-off (see Section 24);
- we have asked you for important information we reasonably need and you have not provided it; or
- your Account has been restricted or suspended.

We may also refuse to issue a new Card if you do not have enough money in your Account to pay any issue or delivery fee.

If we refuse a payment, we'll try to tell you through the app, and, unless the law prevents us, why and what you can do to fix the problem. We won't be responsible for losses you suffer because we refused or delayed a payment for one of the reasons above.

16. Fees

Our Services are subject to fees, including for making and receiving payments, conversions, Card transactions and Paid Plans. The fees, rates and related costs are set out on our Fees Page, which forms part of these Terms. We will show you any fee that applies to a transaction before you confirm it, where possible.

Fees are deducted from your Account when the transaction is processed. We may change our fees by updating the Fees Page and notifying you as described in Section 32.

17. Keeping your Account safe

We do everything we reasonably can to keep your Account safe, and we ask you to do the same by keeping your security details, devices and Card safe. This means:

- don't share your password, PIN, one-time passcodes or recovery details with anyone, including anyone claiming to be from Smart Energy Pay. We will never ask you for your full PIN or password;
- don't keep your security details with your Card or a device you use to access your Account, and disguise or protect them if you write them down;
- log out of the app (or any other means of accessing your Account) when you're not using it;
- keep the devices you use to access your Account secure, and keep the factors used to log in (such as your email account and SIM card or phone number) secure; and
- install the latest software for your device and the latest version of the Smart Energy Pays app as soon as they are available.

If your Card is lost or stolen, or you think your Card or security details could be used without your permission, contact us immediately. If you can, also freeze your Card in the app. If you later find there is no risk, you can unfreeze it.

How you can contact us

- In the Smart Energy Pays app, through in-app support.
- By email: support@smartenergypays.us
- To freeze your Card by phone: call the number shown on the back of your Card.
- To report a lost or stolen Card or compromised security details if you can't access the app: send us a message from someone else's device, or email support@smartenergypays.us.

18. Communicating with you

By accepting these Terms, you agree to receive communications from us electronically, as described in our E-Sign and Electronic Communications Consent. We'll usually communicate with you through the app, and we may also contact you by email, push notification or text message. Please check them regularly.

This is how we will provide Account information and tell you about any fraud, suspected fraud or security threat relating to your Account.

If you agree to receive text messages from us, message and data rates may apply. You can opt out of marketing messages at any time.

We will communicate with you in English.

19. Are there any restrictions on using my Account?

Please act reasonably and responsibly when using your Account or any of our Services. You must not use your Account, directly or indirectly:

- for any illegal purpose, including fraud, money laundering, terrorist financing or sanctions evasion;
- for any activity on our Prohibited Activities list, published on our website and in the app;
- in a way that we reasonably believe might harm our ability to provide our Services;
- to control or use an Account that is not yours, or to give your Card to anyone else;
- to allow anyone else to access or use your Account or the app;
- to abuse, exploit or get around usage restrictions set by a merchant or service provider, for example by using more than one Card to obtain repeated free trials; or
- to deliberately structure transactions to avoid reporting or limits, or to take advantage of discrepancies in exchange rates or market pricing.

Please also treat our support team with respect. We're here to help you.

20. When we might block your Account or Card

We may stop you from making payments from your Account or with your Card if we're reasonably concerned about its security, or that it might be used fraudulently or without your permission. We may also have to block your Account or Card to meet our legal obligations or because the Issuer, a Bank Partner or a Third-Party Provider requires it.

We'll tell you through the app before, or as soon as possible after, we block your Account or Card, and why, unless doing so would compromise security or would be unlawful.

21. How do I close my Account?

You can close your Account, and end this Agreement, at any time by telling us through the app or by emailing support@smartenergypays.us.

You will still have to pay any charges you have already incurred. If you are on a Paid Plan with a minimum term, the Paid Plan Terms explain whether any remaining subscription fees are still payable.

Before we close your Account, we will ask you to withdraw any remaining balance, either to a U.S. bank account in your name or, for digital assets, to an external wallet you control. When your balance is zero, we will close your Account, and you will lose access to the app, your Card and any related Services.

If your Account is restricted or under review, we may not be able to close it until our review is complete.

22. When can you suspend or close my Account?

We may suspend or close your Account immediately (including access to other Smart Energy Pays Services) if, for example:

- we suspect that you are behaving fraudulently or otherwise unlawfully;
- you haven't given us (or someone acting on our behalf) information we need, or we have reason to believe information you gave us is incorrect or untrue;
- you have broken these Terms in a serious or persistent way and haven't put it right within a reasonable time after we asked you to;
- we reasonably believe your use of the app is harmful to us or our software, systems or hardware;
- we reasonably believe that your continued use of your Account could damage our reputation or goodwill;
- you behave abusively towards our support or other staff, for example by harassing or threatening them;
- you no longer meet the eligibility requirements, for example because you no longer live in a state where we offer the Services;
- you haven't repaid money you owe us within a reasonable time after we asked you to; or
- we are required to do so by law, regulation, court order or a government authority, or by the Issuer, a Bank Partner or a Third-Party Provider.

We may also close your Account for any other reason by giving you at least 30 days' notice through the app or by email.

If we close your Account, we will tell you how to withdraw your remaining balance. While your Account is being closed you will not be able to add funds, make Card payments or ATM withdrawals, or send funds to other Smart Energy Pays Accounts, and incoming payments may be returned to the sender. If you are on a Paid Plan, we may downgrade you to a free plan. Closing your Account may also end other agreements you have with us.

If we are legally required to hold your funds, for example under a court order or regulatory instruction, we will release them only when we are allowed to.

Getting your funds after your Account is closed

If you still have a balance after your Account is closed, contact support@smartenergypays.us and we will send it to a U.S. bank account or wallet in your name, after any required checks. You will still owe us any money you owed while your Account was open.

23. Inactive accounts and unclaimed property

If there is no activity on your Account for an extended period, we may treat it as inactive and contact you. If we cannot reach you and your balance remains unclaimed for the period set by state law, we may be required to transfer it to the unclaimed property administrator of your state of residence. Once that happens, you will need to claim the funds from that state. Digital assets may be converted to U.S. dollars before transfer where state law permits.

24. How you might owe us money

You cannot borrow money on your Account or make payments of more than your available balance. If your balance becomes negative (for example, because there isn't enough money to cover fees or a returned payment), you must add funds immediately.

If you owe us money, we may, to the extent permitted by law, take the amount you owe from any balance in your Account, including by converting digital assets in your Account into U.S. dollars at our then-current rate. We call this our right of set-off. We will not exercise this right against funds that are protected from set-off by law.

If you are having financial difficulties, please contact us through in-app support.

25. Taxes

You are responsible for determining and paying any taxes that apply to your transactions, including any gains or losses from digital asset conversions. We do not provide tax advice. We will report information to the Internal Revenue Service and state tax authorities where we are required to, and we may ask you to provide a Form W-9 or other tax documentation.

26. Risks of digital assets

Before using digital asset features, you should understand that:

- the value of digital assets can go up or down significantly, and you may lose some or all of their value;
- stablecoins are designed to maintain a stable value, but there is no guarantee that they will, and an issuer may fail or be unable to redeem them;
- blockchain transactions are irreversible, and assets sent to the wrong address may be lost permanently;
- blockchain networks can experience delays, congestion, forks or failures that are outside our control, and we may choose not to support a forked network or asset; and
- laws and regulations relating to digital assets are evolving and may change in ways that affect the Services.

We may add or remove support for any digital asset or network at any time. If we remove support for an asset you hold, we will give you reasonable notice to withdraw or convert it, unless we are required to act sooner.

27. Are you responsible if something goes wrong?

We'll do as much as we reasonably can to make sure our Services are available and work properly. However, we can't promise that they will always be uninterrupted or free from faults. We also rely on third parties, including the Issuer, our Bank Partners, our Third-Party Providers, card networks and blockchain networks, and their services may sometimes be disrupted. We'll always do our best to fix any problem with our Services.

TO THE FULLEST EXTENT PERMITTED BY LAW, OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

We are not responsible for losses caused by:

- your breach of these Terms or unlawful conduct;
- our compliance with a legal or regulatory requirement; or
- events outside our reasonable control, such as network or system failures, blockchain disruptions, acts of government, natural disasters, war or pandemics.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR LOST TRADING OPPORTUNITIES, AND OUR TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF THESE TERMS OR THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE FEES YOU PAID US IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM AND (B) USD 100.

These limits do not apply to losses caused by our fraud, gross negligence or willful misconduct, and nothing in these Terms limits any right you have that cannot be limited under applicable law, including your rights under the Electronic Fund Transfer Act and Regulation E.

28. When you might be responsible for our losses

If you break these Terms, break the law, or act fraudulently, and this causes us, the Issuer, our Bank Partners or our Third-Party Providers to suffer a loss or face a third-party claim, you agree to compensate us and them for that loss, including reasonable legal costs. We will try to keep any losses to a minimum, and you won't be responsible where this would mean we are compensated twice for the same loss.

29. How to make a complaint

If you're unhappy with our Services, we'll try to put things right. We can usually resolve issues quickly through in-app support. You can also email us at support@smartenergypays.us. Please tell us:

- your name;
- the username, phone number and/or email address linked to your Account;
- what happened and when; and
- how you'd like us to put it right.

We will acknowledge your complaint promptly and aim to send you a full response by email within 15 business days. If we need more time, we will tell you why and when to expect our response.

If you are not satisfied with our response, you may also contact the financial regulator in your state or the Consumer Financial Protection Bureau at www.consumerfinance.gov.

30. Privacy and data protection

Our Privacy Policy and U.S. Consumer Privacy Notice explain how we collect, use, share and protect your personal information, and the choices you have.

By opening an Account, you acknowledge that we will collect, process and store your personal information to provide the Services to you, and that we will share it with the Issuer, our Bank Partners, our Third-Party Providers and identity verification and fraud prevention providers as needed to provide the Services and meet our legal obligations, as described in our Privacy Policy.

Other Smart Energy Pays customers may be able to see limited information about you, such as your name, username and profile picture, when they send you a payment or find you as a contact.

31. Our intellectual property

We own, or have a license to use, all intellectual property in our products and Services, including the content of our app and website, our name and logo, and our Card designs. You may use our app and website only for your own personal use of our Services. You must not copy, modify, distribute, reverse-engineer or create derivative works from any part of our products, except as permitted by law.

32. Changes to these Terms

We may change these Terms, including our fees, for reasons such as:

- making them easier to understand or more helpful to you;
- reflecting changes in how we run our business or in the technology or financial systems we use;
- reflecting legal or regulatory requirements, or requirements of the Issuer, our Bank Partners or our Third-Party Providers;
- reflecting changes in the cost of running our business; or
- introducing new services or products, or changing existing ones.

If a change is to your disadvantage, we will tell you through the app or by email at least 30 days before it takes effect, unless the law requires a different notice period or the change is needed immediately for legal, regulatory or security reasons. If we add a new product or service that doesn't change the terms of your existing Account, we may make it available immediately.

If you don't agree with a change, you can close your Account free of charge before the change takes effect. If you continue to use your Account after the change takes effect, you accept the updated Terms. Please keep your contact details up to date so that you receive our notices.

33. Dispute resolution, arbitration and class action waiver

Informal resolution first

Most concerns can be resolved quickly through in-app support. If you have a dispute with us, you agree to first send a written notice describing the dispute, the relief you want, and the email address and phone number linked to your Account to legal@smartenergypay.com, or by mail to SMART ENERGY PROVIDER LLC, Attn: Legal, 101 NE 43 St, Miami, FL 33137. You and we agree to try to resolve the dispute informally for 60 days after the notice is received before starting arbitration or a court case.

Agreement to arbitrate

If the dispute is not resolved informally, you and we agree that any dispute, claim or controversy arising out of or relating to these Terms, your Account or the Services (a "Dispute") will be resolved by binding individual arbitration, except as set out below. This arbitration agreement is governed by the Federal Arbitration Act.

Arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, available at www.adr.org, by a single arbitrator. Hearings may be held by video or telephone, or in person in the county where you live if you prefer. Payment of arbitration fees will be governed by the AAA's rules, and if we start the arbitration, we will pay all filing and arbitrator fees. The arbitrator may award the same individual relief a court could award.

Exceptions

Either you or we may bring an individual claim in small claims court if it qualifies, and either of us may ask a court for injunctive relief to stop the unauthorized use or infringement of intellectual property.

Class action and jury trial waiver

YOU AND WE AGREE THAT DISPUTES WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE ACTION. YOU AND WE EACH WAIVE THE RIGHT TO A JURY TRIAL.

Your right to opt out

You can opt out of this arbitration agreement by emailing legal@smartenergypay.com within 30 days after you first accept these Terms, with the subject line "Arbitration Opt-Out" and your full name, address and the email linked to your Account. Opting out will not affect any other part of these Terms.

Severability of this section

If the class action waiver is found to be unenforceable for a particular claim, that claim (and only that claim) will be decided in court, and this arbitration agreement will continue to apply to all other claims. If you opt out, or if any Dispute is not subject to arbitration, it will be decided exclusively by the state or federal courts located in Miami-Dade County, Florida, and you and we consent to their jurisdiction.

34. Governing law

These Terms are governed by the laws of the State of Florida and applicable U.S. federal law, without regard to conflict-of-law principles. This does not deprive you of the protection of any consumer protection law of your state of residence that cannot be waived by agreement.

35. Miscellaneous

Our contract with you

This Agreement is personal to you, and you cannot transfer any of your rights or obligations under it to anyone else. Except as expressly stated in Product Terms, only you and we have rights under this Agreement. This Agreement ends when your Account is closed, but any provisions that by their nature should survive (including Sections 24 to 28, 33 and 34) will continue to apply.

Our right to transfer

We may transfer our rights and obligations under this Agreement to an affiliate or to another company, including as part of a merger, acquisition or sale of assets, if we reasonably believe this will not significantly harm your rights under these Terms, or if we need to do so to meet a legal or regulatory requirement. We will tell you if this happens.

Our right to enforce the Agreement

If you break this Agreement and we don't enforce our rights, or we delay in enforcing them, we can still enforce those or any other rights later, including after your Account has been closed.

Severability

If any part of these Terms is found to be invalid or unenforceable, the rest of these Terms will continue to apply.

Entire agreement

This Agreement is the entire agreement between you and us about the Services and replaces any earlier versions of these Terms.

36. Contact us

- In-app support: through the Smart Energy Pays app
- Customer support: support@smartenergypays.us
- Legal notices and arbitration opt-out: legal@smartenergypay.com
- Website: www.smartenergypays.us
- Mail: SMART ENERGY PROVIDER LLC, 101 NE 43 St, Miami, FL 33137, United States of America