Odola

Odola Platform Terms of Service

Last Updated: July 2026

Welcome to Odola. These Platform Terms of Service (these "Terms") are a legal agreement between you and Odola Inc. ("Odola," "we," "us," or "our") governing your access to and use of the Odola mobile application (the "App"), our website, and the financial products, account access tools, payments, transfers, and related services we make available through them (collectively, the "Services"). Please read these Terms, the Bank Agreements, our Privacy Notice, our E-Sign Consent, the Fee Schedule, and any other applicable terms carefully before using the Services.

Odola is a financial technology company and is not a bank.

Banking services related to the account made available to you through Odola (your "Account"), the debit card linked to your Account (your "Card"), and approved Lead Bank-sponsored payment and money movement services made available through the App are provided by Lead Bank, Member FDIC ("Lead Bank" or the "Bank"). Lead Bank opens and maintains Accounts, holds Account funds for the benefit of customers, and issues Cards pursuant to a license from Visa U.S.A. Inc. Odola acts as Lead Bank's program manager and service provider for specified onboarding, technology, servicing, customer support, compliance-support, payment-instruction, and related functions.

Your Account is governed by a separate Account Agreement or Accountholder Agreement issued by Lead Bank, and your Card is governed by a separate Cardholder Agreement issued by Lead Bank (together, the "Bank Agreements"). The Bank Agreements are made available to you in the App and are separate agreements between you and Lead Bank. If these Terms conflict with the Bank Agreements with respect to your Account, Card, Account funds, or any bank service provided by Lead Bank, the Bank Agreements control.

Funds held by Lead Bank for your benefit in the underlying custodial or for-benefit-of account are eligible for FDIC pass-through deposit insurance, up to applicable limits, if FDIC requirements are satisfied. Those requirements include records showing the custodial nature of the account and identifying each customer's ownership interest. FDIC deposit insurance protects against the failure of Lead Bank only. It does not protect against losses caused by Odola's insolvency, unauthorized transfers, fraud, payment disputes, operational failures, third-party failures, investment losses, or loss of value of any non-deposit product. Your FDIC coverage may be reduced by other deposits you hold directly or indirectly at Lead Bank in the same ownership capacity.

Some features or products made available through the App may be provided by Odola, an Odola affiliate, or another third party, rather than by Lead Bank, and may be subject to separate terms. Unless a product is expressly identified as a Lead Bank deposit product, Card product, or bank service, Lead Bank is not the issuer, sponsor, or service provider for that product, the product is not a Lead Bank deposit product, and FDIC deposit insurance does not apply to that product.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING, WITH LIMITED EXCEPTIONS, TO RESOLVE DISPUTES BETWEEN YOU AND ODOLA THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. YOU ALSO WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. PLEASE REVIEW SECTION 25 CAREFULLY. YOU MAY OPT OUT OF ARBITRATION AS DESCRIBED IN SECTION 25.

1. AGREEMENT TO TERMS

By creating an Account, downloading or using the App, initiating a transaction, or otherwise using the Services, you agree to be bound by these Terms and by the other documents that apply to the Services you use, including the Bank Agreements, our Privacy Notice, Lead Bank privacy notices, our E-Sign Consent, our Fee Schedule, our International Money Transfer Service Terms (set out in Addendum 1 to these Terms and incorporated into the Agreement) if you use international transfer services, and any additional terms identified in the App or on our website (collectively, the "Agreement"). If you do not agree, do not create an Account or use the Services.

If there is a conflict among documents, the following order applies, unless applicable law requires a different result: (1) transaction-specific disclosures provided at the time of a transaction; (2) the applicable Bank Agreement for Account, Card, or Lead Bank services; (3) the International Money Transfer Service Terms for international transfer services; (4) the Fee Schedule; (5) these Terms; and (6) other general website, App, or service terms, unless those terms expressly state a different order and applicable law permits it.

The Services are available only to individuals who reside in the United States and meet the eligibility requirements in these Terms, the Bank Agreements, and the App. Access from outside the United States may be limited, unavailable, or subject to additional review. We may reject an application or restrict access to the Services if we or Lead Bank determine that you do not meet eligibility, identity verification, risk, legal, regulatory, or program requirements.

2. WHO MAY OPEN AND USE AN ACCOUNT

To open and maintain an Account, you must:

(a) be at least eighteen (18) years of age;

(b) be a resident of the United States with a valid U.S. residential street address (P.O. boxes alone are not sufficient);

(c) provide a valid U.S. Social Security Number, Individual Taxpayer Identification Number, or other identification we expressly accept in the App;

(d) be able to form a binding contract under applicable law;

(e) use the Services only for your own personal, family, or household purposes; and

(f) not be barred from using the Services under applicable law, sanctions restrictions, the Agreement, the Bank Agreements, or any prior account closure decision made by Odola or Lead Bank.

You may open and maintain only one Odola personal profile and one Account of each type we make available to you, unless we expressly permit otherwise in writing. You may not use the Services to operate a business, process payments for any other person, act as a money services business, hold funds for others, intermediate transactions for others, collect funds from multiple persons for onward transfer, or facilitate transactions for a third party.

You represent that all information you provide to us or Lead Bank is true, accurate, current, and complete, and you agree to update that information promptly when it changes.

3. IDENTITY VERIFICATION AND CONSENTS

(a) Customer Identification. To comply with the USA PATRIOT Act, the Bank Secrecy Act, sanctions laws, fraud prevention requirements, payment network rules, and other legal and regulatory requirements, Odola, Lead Bank, and our service providers must obtain, verify, and record information that identifies each person who opens or uses an Account. We may ask for your name, address, date of birth, Social Security Number, Individual Taxpayer Identification Number, government identification, source of funds, transaction purpose, occupation, income, expected account activity, and other identifying or risk-related information.

(b) Verification Sources. You authorize Odola, Lead Bank, and our service providers to verify information you provide using government records, public records, databases, consumer reporting agencies, fraud prevention providers, identity verification providers, payment networks, financial institutions, telecommunications providers, and other lawful sources. These checks may occur at onboarding and on an ongoing basis.

(c) SSA Verification. Where we use the Social Security Administration ("SSA") verification service, you authorize the SSA to verify whether your name, Social Security Number, and date of birth match SSA records and to disclose the verification result to Lead Bank, Odola, and our identity verification service providers. Your authorization is for a one-time validation within ninety (90) days after you provide consent or begin onboarding, unless a shorter period is required by law or we request a new consent. To the extent applicable law or SSA rules require a separate consent, we will present that consent separately and will not rely solely on these Terms for that consent.

(d) Sanctions and Financial Crimes Screening. You authorize Odola and Lead Bank to screen you, your transactions, transaction recipients, counterparties, and related information against U.S. and applicable international sanctions, politically exposed persons, adverse media, fraud, and financial-crimes lists. We and Lead Bank may take any action we reasonably determine is required or appropriate, including delaying, declining, blocking, freezing, reversing, reporting, restricting, or closing transactions, Accounts, Cards, or Services.

(e) Wireless Carrier Consent. You authorize your wireless carrier to use or disclose information about your wireless account, subscriber status, device, phone number, and related network information to Odola and our service providers during your relationship with us, solely to help identify you or your device, prevent fraud, and protect the Services.

(f) Ongoing Information. You agree to provide promptly any additional information that Odola, Lead Bank, or our service providers reasonably request to comply with legal, regulatory, risk, fraud prevention, transaction monitoring, or program requirements. Failure to provide requested information may result in rejection, delay, suspension, restriction, or closure of your Account, Card, transactions, or Services.

4. YOUR ACCOUNT, CARD, AND BANK SERVICES

(a) Your Account. Your Account is a Lead Bank account relationship made available to you through the Odola App under the Lead Bank-sponsored program. Lead Bank may maintain your Account through one or more custodial or for-benefit-of accounts established for the benefit of Odola customers and attributed to you through Lead Bank and Odola records. Lead Bank may assign account numbers or other account identifiers to support deposits, payments, transfers, and attribution of transactions and balances to your Account. Odola does not hold, possess, or control Account funds held by Lead Bank. Odola maintains ledger records and provides program management, technology, servicing, customer support, compliance-support, payment-instruction, and related services on behalf of Lead Bank. Your rights in your Account and Account funds are governed by the applicable Bank Agreements, these Terms, and any other applicable disclosures.

(b) Customer Funds. Account funds held by Lead Bank for your benefit are not Odola property and are not held by Odola. Odola may maintain records intended to identify your ownership interest in Account funds and may transmit payment information, transaction instructions, ledger information, and customer information to Lead Bank to support Account, Card, payment, and approved international transfer services.

(c) FDIC Insurance. Account funds held by Lead Bank for your benefit are eligible for FDIC pass-through deposit insurance up to applicable limits if FDIC requirements are satisfied. FDIC insurance coverage depends on the capacity in which funds are held, the accuracy of required records, and other applicable requirements. FDIC insurance protects against the failure of Lead Bank only. It does not insure against Odola insolvency, payment disputes, fraud, unauthorized transfers, service interruptions, third-party failures, or non-deposit products. Your FDIC coverage may be reduced by other deposits you hold directly or indirectly at Lead Bank in the same ownership capacity.

(d) No Interest. Your Account is non-interest-bearing unless the App or the applicable Bank Agreement expressly states otherwise. You will not receive interest on funds held by Lead Bank for your benefit unless expressly disclosed. Any interest paid by Lead Bank on an underlying custodial or for-benefit-of account may be retained by Odola or otherwise allocated as described in the applicable agreements and disclosures.

(e) Debit Card. You may request a Visa debit Card linked to your Account. The Card is issued by Lead Bank pursuant to a license from Visa U.S.A. Inc. and may be used where Visa debit cards are accepted, subject to the Cardholder Agreement, payment network rules, merchant acceptance, transaction limits, security controls, and applicable law.

(f) Statements and Account Information. Account statements, transaction history, tax forms, notices, disclosures, and other information may be made available through the App or delivered electronically, subject to our E-Sign Consent and the Bank Agreements.

(g) Limits and Holds. Daily, monthly, per-transaction, velocity, balance, and other limits may apply and may differ by user, transaction type, destination, risk profile, payment rail, account status, or legal requirement. Odola and Lead Bank may apply holds, delays, reviews, or restrictions for compliance, risk, operational, security, payment network, or legal reasons.

(h) Negative Balances; No Overdraft Service. We do not offer an overdraft service unless expressly disclosed in the App and permitted under the Bank Agreements and applicable law. You may not intentionally create a negative balance. Negative balances may result from reversals, returns, chargebacks, corrections, settlement timing, or fees. If your Account has a negative balance for any reason, you agree to repay the amount promptly. We or Lead Bank may offset amounts you owe against funds in your Account to the extent permitted by applicable law and the Bank Agreements. We will not charge overdraft fees for ATM or one-time debit card transactions unless permitted by applicable law and the Bank Agreements.

5. MONEY MOVEMENT AND TRANSACTIONS

(a) Transaction Instructions. When you initiate or authorize a transaction through the App, you authorize Odola, Lead Bank, and their service providers to receive, rely on, process, transmit, settle, reverse, or otherwise act on your instructions using the applicable payment network, card network, bank rail, correspondent bank, receiving institution, or service provider.

(b) Available Rails. Subject to availability, eligibility, limits, and the Bank Agreements, the Services may support ACH transfers, same-day ACH, domestic wire transfers, FedNow or other instant payments, internal transfers, debit card transactions, international transfers, and other payment methods we make available in the App.

(c) Accuracy of Instructions. You are responsible for ensuring that all recipient, account, routing, address, country, currency, amount, purpose, and other transaction information is accurate before you submit a transaction. We may be unable to cancel or recover funds sent using incorrect information.

(d) Review, Delay, Rejection, or Reversal. Odola, Lead Bank, payment networks, correspondent banks, receiving institutions, or service providers may delay, reject, return, reverse, block, freeze, or cancel a transaction for legal, compliance, fraud, risk, operational, sanctions, network, recipient, account status, or security reasons.

(e) Finality and Availability. Certain transactions, including wires, instant payments, card transactions, and some international transfers, may be final or difficult to reverse once submitted. Timing, availability of funds, settlement, and reversals are governed by the Bank Agreements, applicable service terms, applicable network rules, and applicable law.

(f) External Accounts. If you link an external account, you represent that you own or are authorized to use that account. You authorize Odola, Lead Bank, and our service providers to verify the external account, obtain information about it, and initiate deposits, withdrawals, corrections, reversals, and related entries you request or authorize. We will make available information about the data or access needed for external account linking where required by law or our service provider's process. You may revoke an external account authorization in the App or by contacting customer support, but revocation may not affect transactions already initiated, pending transactions, or actions required to complete, correct, reverse, or investigate prior transactions.

(g) Payment Authorizations. You agree to provide all authorizations required by applicable payment network rules and law, including authorizations required for ACH debits or credits. You may not initiate or authorize a transaction unless you have the legal right to do so and all information you provide is accurate and complete.

6. INTERNATIONAL MONEY TRANSFER SERVICES

International money transfer services are governed by our International Money Transfer Service Terms (set out in Addendum 1 to these Terms), by disclosures provided in the App when you initiate a transfer, and, where applicable, by the Bank Agreements. Not all countries, currencies, recipients, amounts, payout methods, or corridors are available.

At launch, international money transfer services made available through the App are Lead Bank-sponsored services unless the App, International Money Transfer Service Terms, or transaction disclosures identify a different licensed provider. For Lead Bank-sponsored international money transfer services, Odola acts as Lead Bank's program manager and service provider for specified technology, onboarding, customer-support, compliance-support, payment-instruction, and servicing functions. The applicable International Money Transfer Service Terms and transaction disclosures will identify the applicable provider, approved corridors, payout methods, fees, exchange rate, amount to be delivered, delivery timing, cancellation rights, error-resolution rights, and other legally required information.

Before you authorize an international transfer, we will make available applicable information about fees, taxes, exchange rates, amounts to be delivered, delivery timing, cancellation rights, and error-resolution rights as required by law and the applicable service terms. Exchange rates may include a spread or margin. You may not use international transfer services for speculative foreign-exchange activity, trade finance, business payments, informal value transfer, or any prohibited purpose.

Odola may later provide or migrate some international transfer services through Odola's or an affiliate's own licenses, another licensed provider, another sponsor bank, or another lawful service model, subject to applicable law and updated disclosures where required. Any such transition will not affect rights you have with respect to completed transactions or non-waivable rights under applicable law.

7. COMMUNICATIONS AND E-SIGN CONSENT

(a) Primary Communication Channels. We will primarily communicate with you through the App. We may also communicate with you by email, SMS, phone, push notification, or mail using the contact details associated with your Account. You agree to keep your contact details current and to check the App and your email regularly.

(b) Electronic Records. By accepting our E-Sign Consent and using the Services, you consent to receive notices, disclosures, agreements, statements, records, tax forms, and other communications electronically. You may withdraw electronic consent only as described in the E-Sign Consent; withdrawal may result in restriction or closure of Services that require electronic communications. Your acceptance of these Terms is not a substitute for any separate E-Sign Consent or other consent that applicable law requires us to present separately.

(c) Calls and Text Messages. You consent to receive calls and SMS messages, including by autodialer or prerecorded voice, from Odola and our service providers at the phone numbers you provide for servicing, fraud prevention, security, account alerts, and informational purposes. Your consent to marketing calls or texts is not a condition of opening or using an Account. You may opt out of marketing communications at any time. You may revoke consent to receive autodialed or prerecorded calls or text messages by any reasonable method, including replying STOP to a text message or contacting customer support. We will honor revocation requests within the time required by applicable law. Revoking consent may affect our ability to provide real-time security, fraud, or account alerts. Standard message and data rates may apply.

(d) Security and Fraud Alerts. Certain security, fraud, transactional, and legal messages may be necessary to provide the Services. If you disable push notifications, SMS, email, or other channels, you may not receive important notices in real time.

(e) Language. We communicate in English unless we expressly make another language available. Any translation is provided for convenience only, and the English version controls unless applicable law requires otherwise. If remittance transfer disclosures are required to be provided in another language under applicable law, those disclosures will be provided as required by law.

8. PRIVACY AND DATA SHARING

Our Privacy Notice describes how Odola collects, uses, discloses, and protects personal information. Lead Bank privacy notices describe Lead Bank's privacy practices for bank products and services. By using the Services, you authorize Odola, Lead Bank, and their service providers to share information as needed to provide, support, verify, secure, monitor, service, improve, transition, or wind down the Services; comply with law; prevent fraud; process transactions; resolve disputes; manage complaints; conduct audits; and administer the Agreement.

Information about you and your transactions may be shared with Lead Bank, payment networks, card networks, processors, correspondent banks, recipient institutions, merchants, external financial institutions, identity verification providers, fraud prevention providers, regulators, law enforcement, and other parties as described in applicable privacy notices and permitted by law.

9. SECURITY RESPONSIBILITIES

(a) Credentials and Devices. You are responsible for maintaining the confidentiality and security of your login credentials, passcodes, passwords, one-time codes, biometric authentication settings, devices, email account, phone number, and other authentication methods. Do not share your credentials or allow anyone else to use your Account, Card, App, device, or authentication method.

(b) Authorized Activity. We may treat instructions, transactions, and communications submitted through your App, credentials, device, or verified contact channel as authorized by you, subject to your rights under applicable law and the Bank Agreements for unauthorized transfers, errors, and remittance transfer issues.

(c) Notify Us Promptly. Contact us immediately if you believe your App credentials, device, Card, Account, email, phone number, or other access information has been lost, stolen, compromised, used without authorization, or subject to an error.

(d) Updates. You agree to use a supported device and current App version. We may require updates for security, functionality, legal, compliance, or operational reasons.

10. PROHIBITED USES

You agree that you will not use the Services, your Account, your Card, or any transaction, directly or indirectly:

(a) for any illegal, fraudulent, deceptive, abusive, or unauthorized purpose, including money laundering, terrorist financing, sanctions evasion, tax evasion, informal value transfer, or trafficking in illegal goods or services;

(b) in a way that violates the Agreement, the Bank Agreements, payment network rules, card network rules, sanctions laws, anti-money-laundering laws, consumer protection laws, or any other applicable law;

(c) to send funds to, receive funds from, or otherwise transact with a person, entity, country, region, wallet, account, institution, or recipient that is prohibited by applicable sanctions, law, payment network rules, the Bank Agreements, our risk controls, Lead Bank's risk controls, or applicable service terms;

(d) for business, commercial, for-profit, money services, payment processing, payroll, marketplace, escrow, trust, charity, crowdfunding, pooling, third-party funds, or intermediary purposes unless we expressly authorize that use in writing;

(e) to act on behalf of another person, collect funds from multiple persons for onward transfer, process payments for others, operate as an informal or unlicensed money transmitter, or otherwise support a third-party payment or money movement service;

(f) for high-risk or regulated activities unless expressly permitted by us and the Bank Agreements, including gambling, gaming, cannabis, controlled substances, weapons, adult content, counterfeit goods, cryptoassets or digital assets, securities, debt collection, credit repair, or activities requiring licensing;

(g) to speculate on foreign-exchange rates, interest rates, deposit insurance coverage, promotions, rewards, or payment timing;

(h) to harass, exploit, defraud, impersonate, or harm any person, or to transmit malware or interfere with the App, the Services, Lead Bank, our service providers, or payment networks;

(i) to open duplicate accounts, circumvent limits, avoid holds or reviews, create artificial transaction activity, disguise the source or destination of funds, structure transactions, or abuse any promotion, fee structure, or product feature; or

(j) in any manner that we, Lead Bank, a payment network, or a service provider reasonably believes could expose any party to unacceptable legal, compliance, fraud, operational, credit, reputational, or security risk.

We and Lead Bank may refuse, reverse, restrict, suspend, close, or unwind any transaction, Account, Card, or Service that we reasonably believe violates this Section 10, the Agreement, the Bank Agreements, applicable law, payment network rules, or our risk controls.

11. UNAUTHORIZED TRANSFERS AND ERROR RESOLUTION

Tell us at once if you believe your App credentials, Card, Account access information, device, or verified contact channel has been lost, stolen, compromised, or used without authorization, or if you believe an electronic fund transfer or other transaction is unauthorized or erroneous. You can contact us through the App, by email at support@odola.com, or by phone at +1 (978) 765-1589.

If you tell us within two (2) business days after you learn of the loss or theft of your Card or other access information, you can lose no more than $50 if someone makes electronic fund transfers without your permission.

If you do not tell us within two (2) business days after you learn of the loss or theft, and we or Lead Bank can prove that we could have stopped someone from making unauthorized transfers if you had told us in time, you could lose as much as $500.

If your statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money lost after the sixty (60) day period if we or Lead Bank can prove that the loss could have been prevented if you had told us in time.

If extenuating circumstances, such as a long trip or hospital stay, prevent you from telling us, the applicable time periods may be extended as required by law.

This Section 11 is a summary of certain rights. For full error-resolution procedures, investigation timelines, provisional credit rules, definitions, and any additional rights that apply to your Account, Card, remittance transfers, or other electronic fund transfers, see the Bank Agreements, the International Money Transfer Service Terms, and the disclosures provided with the applicable transaction. Nothing in these Terms limits rights that you have under the Electronic Fund Transfer Act, Regulation E, applicable remittance transfer rules, the Bank Agreements, or other non-waivable law.

12. FEES

Fees applicable to your Account, Card, transactions, international transfers, and other Services are set out in the Fee Schedule and in any transaction-specific disclosures made available in the App. We or Lead Bank may deduct applicable fees from your Account or transaction amount to the extent permitted by law and the Bank Agreements.

Third parties, including merchants, ATM operators, correspondent banks, receiving institutions, mobile carriers, or other financial institutions, may charge separate fees. We may change fees in accordance with Section 18 and applicable law. Transaction-specific fees, foreign-exchange margins, payout costs, third-party costs, and minimum fees may vary by payment rail, corridor, currency, payout method, partner cost, or other disclosed factor, subject to applicable law and required disclosures.

13. ACCOUNT SUSPENSION, RESTRICTION, AND CLOSURE

(a) Closure by You. You may close your Account at any time through the App or by contacting customer support, subject to pending transactions, holds, investigations, legal obligations, the Bank Agreements, and any amounts you owe. We will return remaining available funds in accordance with applicable law and the Bank Agreements.

(b) Suspension or Closure by Us or Lead Bank. Odola or Lead Bank may suspend, restrict, freeze, refuse, or close your Account, Card, transactions, or access to any Service, with or without prior notice, if we or Lead Bank reasonably believe that:

(i) you have violated the Agreement, the Bank Agreements, payment network rules, or applicable law;

(ii) your Account, Card, or any transaction is being used, or may be used, for fraud, unauthorized activity, illegal activity, sanctions violations, money laundering, or prohibited purposes;

(iii) information you provided is inaccurate, incomplete, outdated, unverifiable, or misleading, or you fail to provide requested information;

(iv) action is required or appropriate under law, court order, regulatory direction, sanctions requirements, the Bank Secrecy Act, anti-money-laundering obligations, or other compliance obligations;

(v) Lead Bank, a payment network, a card network, a service provider, or a receiving or correspondent institution directs or requires the action;

(vi) you have not used your Account for an extended period, the Account is abandoned, or closure is required under unclaimed property or escheatment laws;

(vii) we discontinue or materially change the Services; or

(viii) the action is necessary or appropriate to protect you, Odola, Lead Bank, other customers, payment networks, service providers, or the public.

(c) Effect of Closure. On closure, your right to access and use the Services ends. You remain responsible for obligations incurred before closure, including fees, negative balances, chargebacks, returns, reversals, claims, and pending transactions. If your Account or Services are closed by you, us, or Lead Bank, any available funds not subject to legal process, sanctions restrictions, regulatory requirements, unresolved disputes, pending transactions, holds, setoff rights, escheatment, or other lawful restrictions will be returned to you by a method we or Lead Bank make available, in accordance with applicable law and the Bank Agreements. We may retain records and information as required or permitted by law.

14. INTELLECTUAL PROPERTY AND APP LICENSE

Odola and our licensors own all intellectual property rights in the Services, including the App, website, software, APIs, technology, trademarks, logos, trade dress, designs, content, and related materials. Subject to your compliance with the Agreement, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to download, install, and use the App solely for your personal use of the Services.

You may not copy, modify, distribute, sell, lease, sublicense, reverse-engineer, decompile, attempt to extract source code from, create derivative works of, interfere with, or circumvent any portion of the App or Services, except to the extent applicable law prohibits this restriction.

15. APP STORE TERMS

If you download the App from a third-party app store, such as the Apple App Store or Google Play, you acknowledge that:

(a) the Agreement is between you and Odola, not the app store;

(b) Odola, not the app store, is responsible for the App and the Services;

(c) the app store has no obligation to provide maintenance or support for the App;

(d) the app store has no warranty obligation with respect to the App;

(e) the app store and its affiliates are third-party beneficiaries of these Terms with respect to your App license; and

(f) you must comply with all applicable third-party terms when using the App.

16. THIRD-PARTY SERVICES

The Services may include links to, integrations with, or functionality provided by third parties, including identity verification providers, fraud prevention providers, external account linking providers, payment processors, card networks, payment networks, correspondent banks, recipient institutions, merchants, and other service providers. Third-party services may be subject to their own terms and privacy practices.

We are not responsible for third-party content, terms, privacy practices, availability, or performance, except to the extent a third party is acting as our service provider and applicable law makes us responsible. Lead Bank is not responsible for any third-party or Odola-provided product or service that is not expressly identified as a Lead Bank product or bank service.

17. CHANGES TO THE SERVICES; AVAILABILITY

We may add, modify, suspend, limit, or discontinue any Service, feature, country, currency, transaction type, payment rail, payout method, limit, or eligibility requirement at any time. Where a change has a material adverse impact on you, we will provide reasonable advance notice when required by law, the Agreement, or the Bank Agreements.

The Services may be unavailable, delayed, or interrupted due to maintenance, security, fraud review, legal requirements, network issues, bank or service provider outages, force majeure events, or other reasons. We do not guarantee continuous or error-free availability.

18. CHANGES TO THE AGREEMENT

We may change the Agreement from time to time. We will provide at least thirty (30) days prior notice of any change that adversely affects your rights, except where a shorter notice period is required or permitted by law, including for security, fraud prevention, legal, regulatory, network, or operational reasons. Notice may be provided through the App, by email, or by another permitted electronic method.

If you do not agree to a change, you may close your Account before the change takes effect. Your continued use of the Services after the change takes effect constitutes your acceptance of the change. Changes to the Bank Agreements are governed by those agreements and applicable law.

19. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE BANK AGREEMENTS, OR APPLICABLE LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, ODOLA DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ODOLA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow certain warranty disclaimers, so some disclaimers may not apply to you. Nothing in this Section 19 limits any express obligation of Lead Bank under the Bank Agreements or any rights you have under non-waivable law.

20. LIMITATION OF LIABILITY

(a) Excluded Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, ODOLA AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST DATA, LOST GOODWILL, LOSS OF BUSINESS, SERVICE INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

(b) Liability Cap. TO THE FULLEST EXTENT PERMITTED BY LAW, ODOLA'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICES WILL NOT EXCEED THE GREATER OF (i) THE TOTAL FEES YOU PAID TO ODOLA FOR THE SERVICES IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY, OR (ii) ONE HUNDRED U.S. DOLLARS ($100).

(c) Carve-Outs. Nothing in these Terms excludes, limits, or modifies liability or obligations that cannot be excluded, limited, or modified by law, including rights under the Electronic Fund Transfer Act, Regulation E, applicable remittance transfer rules, the Bank Agreements, data-security obligations that cannot be limited by law, or other non-waivable consumer protection laws. Nothing in these Terms limits liability for fraud, gross negligence, reckless misconduct, willful misconduct, failure to comply with applicable consumer financial protection laws where liability cannot be limited by law, or any other liability that cannot be limited by law.

(d) Third-Party Events. Odola is not responsible for losses caused by legal or regulatory requirements, payment network actions, merchant actions, recipient actions, external financial institutions, telecommunications or power failures, third-party systems, force majeure events, or the acts or omissions of third parties, except to the extent applicable law makes Odola responsible for its service providers acting on its behalf.

21. INDEMNIFICATION

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless Odola, Lead Bank, and their respective affiliates, officers, directors, employees, agents, and service providers from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

(a) your use or misuse of the Services, Account, Card, or App;

(b) your breach of the Agreement or the Bank Agreements;

(c) your violation of applicable law, network rules, or third-party rights;

(d) information or instructions you provide that are inaccurate, incomplete, unauthorized, or fraudulent; or

(e) transactions or activity initiated by you or through your credentials, device, or verified contact channel, except to the extent caused by an indemnified party's gross negligence, willful misconduct, or violation of law.

This indemnity does not apply to unauthorized transfers, errors, remittance transfer claims, data-security claims, or other consumer claims to the extent indemnification would limit rights or remedies available under the Electronic Fund Transfer Act, Regulation E, applicable remittance transfer rules, the Bank Agreements, or other non-waivable law.

22. RELATIONSHIP OF THE PARTIES; LEAD BANK PROTECTIONS

Nothing in the Agreement creates a partnership, joint venture, employment, fiduciary, or general agency relationship between you and Odola. For Lead Bank-sponsored Accounts, Cards, payment services, and approved international money transfer services, Odola acts as Lead Bank's program manager and service provider for specified onboarding, technology, servicing, customer-support, compliance-support, payment-instruction, and related functions. Odola is not a bank and does not itself hold, possess, or control Account funds held by Lead Bank for your benefit.

Lead Bank is not responsible for Odola products, non-bank services, the App, or any product or service not expressly provided by Lead Bank under the Bank Agreements. Lead Bank is an intended third-party beneficiary of provisions in these Terms that reference or protect Lead Bank, including provisions relating to prohibited uses, transaction restrictions, limitations of liability, disclaimers, indemnification, suspension and closure, privacy and data sharing, and the separation between bank services and non-bank services. Lead Bank may enforce those provisions to the extent applicable.

23. ASSIGNMENT

You may not assign or transfer the Agreement or any of your rights or obligations under it without our prior written consent. We may assign or transfer the Agreement, in whole or in part, to an affiliate, successor, acquirer, service provider, sponsor bank, licensed money transmitter, or other party in connection with a merger, acquisition, reorganization, sale of assets, change in control, program transition, sponsor-bank transition, license migration, wind-down, or other business transaction, subject to applicable law, required notices, and the Bank Agreements.

24. GOVERNING LAW AND FORUM

The Agreement and any dispute arising out of or relating to the Agreement or the Odola Services are governed by the Federal Arbitration Act, applicable federal law, and, to the extent state law applies, the laws of the State of Delaware, without regard to conflict-of-laws principles. Any Account, Card, funds transfer, or other bank service provided by Lead Bank is governed by the applicable Bank Agreement, applicable federal law, and the state law specified in the applicable Bank Agreement.

Subject to Section 25 and except where prohibited by applicable law, the exclusive forum for any dispute that is not subject to arbitration is the state or federal courts located in New Castle County, Delaware, and you consent to the personal jurisdiction of those courts. Nothing in the Agreement limits any non-waivable consumer protection rights you may have under applicable law, including any right to bring a claim in small-claims court where permitted by Section 25 or applicable law.

25. DISPUTE RESOLUTION; ARBITRATION; CLASS-ACTION WAIVER

(a) Scope. This Section 25 applies to disputes between you and Odola arising out of or relating to the Agreement, the App, or the Odola Services (each, a "Dispute"). Disputes between you and Lead Bank are governed by the Bank Agreements, unless Lead Bank separately agrees otherwise in writing.

(b) Informal Resolution. Before filing arbitration, you agree to contact us at support@odola.com and provide your name, the email address associated with your Account, a description of the Dispute, and the relief you seek. We will attempt to resolve the Dispute informally. Either party may proceed to arbitration if the Dispute is not resolved within thirty (30) days after notice is received, unless a shorter period is required to preserve a claim or remedy.

(c) Mandatory Arbitration. Except for the exceptions below, you and Odola agree that each Dispute will be resolved by binding, individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, except as modified by this Section 25. The Federal Arbitration Act governs the interpretation and enforcement of this Section 25.

(d) Exceptions. The following matters are not subject to mandatory arbitration: (i) small-claims court actions for Disputes within that court's jurisdiction, which may be brought in the county where you reside, in Delaware, or in another small-claims court permitted by applicable law; (ii) actions seeking injunctive or equitable relief to prevent actual or threatened infringement or misuse of intellectual property rights; (iii) claims that applicable law requires to be brought in a public forum or permits to be brought before a government agency; and (iv) requests for public injunctive relief to the extent applicable law does not permit waiver of the right to seek that relief in court.

(e) Opt-Out. You may opt out of this Section 25 by sending written notice within thirty (30) days after first agreeing to these Terms. Send your notice by email to support@odola.com with the subject line "Arbitration Opt-Out" or by mail to Odola Inc., 625 Massachusetts Ave., Office 02-103, 2nd Floor, Cambridge, MA 02139. Your notice must state your name, the email address associated with your Account, and that you opt out of arbitration. Opting out of arbitration does not affect any other part of the Agreement.

(f) Procedures. The arbitration will be conducted in the county where you reside or by telephone, videoconference, or documents only, as permitted by AAA rules and applicable law. If your claim is for $10,000 or less, you may choose whether the arbitration is conducted on documents only, by telephone or videoconference, or in person. The arbitrator may award the same individual relief that a court could award.

(g) Mass Arbitration. If twenty-five (25) or more similar arbitration demands are filed against Odola by or with the assistance of the same or coordinated counsel or organizations, and AAA's Mass Arbitration Supplementary Rules or similar rules apply, the parties agree that those rules will apply to the extent permitted by applicable law. The parties may ask AAA to appoint a process arbitrator to decide administrative, procedural, batching, bellwether, sequencing, and fee-allocation issues. This Section 25(g) does not prevent you from bringing an individual claim, does not require you to waive any individual remedy, and does not require arbitration of claims on a class, collective, consolidated, or representative basis.

(h) Class-Action Waiver. YOU AND ODOLA AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate claims or preside over any form of class, collective, consolidated, or representative proceeding unless all parties agree in writing.

(i) Costs and Attorneys' Fees. AAA filing, administration, case management, and arbitrator fees will be governed by AAA rules and applicable law. Where required by AAA rules or applicable law, Odola will pay its required share of arbitration fees. Each party is responsible for its own attorneys' fees and costs unless applicable law, the Agreement, or the arbitrator's award provides otherwise.

(j) Jury Trial Waiver. To the extent any Dispute is heard in court, you and Odola each waive the right to a jury trial to the fullest extent permitted by law.

(k) Severability and Survival. If the class-action waiver in Section 25(h) is found unenforceable as to a particular claim or request for relief, that claim or request for relief will proceed in court and the remaining claims will proceed in arbitration to the extent permitted by law. This Section 25 survives termination of the Agreement.

26. COMPLAINTS

If you have a complaint about the Services, please contact us through the App or by email at complaints@odola.com. We will acknowledge and respond to complaints in line with our complaint-handling procedures and applicable law.

If your complaint relates to your Account, Card, or a bank service provided by Lead Bank, you may also contact Lead Bank using the contact information and complaint procedures provided in the Bank Agreements or other Lead Bank disclosures.

If your complaint relates to an international money transfer, the International Money Transfer Service Terms and transaction disclosures may provide additional complaint, cancellation, error-resolution, regulator-contact, or state-specific information. Nothing in this Section 26 limits any rights you have under applicable remittance transfer rules or other non-waivable law.

27. GENERAL

(a) Entire Agreement. The Agreement constitutes the entire agreement between you and Odola regarding the Services and supersedes any prior or contemporaneous agreements on that subject, except that the Bank Agreements separately govern bank services provided by Lead Bank.

(b) Severability. Except as provided in Section 25, if any provision of the Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

(c) No Waiver. Our failure to enforce any provision of the Agreement is not a waiver of that provision or any other provision.

(d) Headings. Headings are for convenience only and do not affect interpretation.

(e) Force Majeure. We are not liable for delay or failure to perform caused by events beyond our reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, power or telecommunications failures, bank or network outages, cyberattacks, government action, legal requirements, or service provider failures, except to the extent applicable law provides otherwise.

(f) Notices to Us. Legal notices to Odola must be sent to Odola Inc., 625 Massachusetts Ave., Office 02-103, 2nd Floor, Cambridge, MA 02139, unless the Agreement or applicable law permits another method.

(g) Survival. Sections 3, 8, 10, 11, 12, 13(c), 14, 19, 20, 21, 22, 23, 24, 25, 26, and 27 survive termination of the Agreement, together with any other provisions that by their nature should survive.

28. CONTACT

Odola Inc.
625 Massachusetts Ave.
Office 02-103
2nd Floor
Cambridge, MA 02139
support@odola.com
+1 (978) 765-1589

Addendum 1 – International Money Transfer Service Terms

These International Money Transfer Service Terms (these "IMT Terms") are Addendum 1 to, and supplement and form part of, the Odola Platform Terms of Service (the "Platform Terms"). Capitalized terms used but not defined in these IMT Terms have the meanings given in the Platform Terms. If these IMT Terms conflict with the Platform Terms with respect to an international money transfer, these IMT Terms control for that transfer.

These IMT Terms apply only to international money transfers requested in the United States through the Odola mobile application, including any feature called Global Send or International Money Transfer. They do not apply to Odola services offered in the United Kingdom, European Economic Area or any other non-U.S. jurisdiction unless expressly stated.

Lead Bank, Member FDIC, is the Provider of Record and remittance transfer provider for Transfers covered by these IMT Terms. Odola Inc. provides the App, customer-support intake, program-management, servicing and operational-support services for Lead Bank. The App, pre-payment disclosure, combined disclosure, receipt or proof of payment for each Transfer will identify the Provider of Record and the transaction-specific terms for that Transfer.

Transaction-specific details shown in the App and on your pre-payment disclosure, combined disclosure, receipt, proof of payment or other applicable transfer disclosure control over any inconsistent general description in these IMT Terms. Nothing in these IMT Terms limits your non-waivable rights under applicable federal or state law.

1. Key Definitions

Term	Meaning
Account	Your eligible Odola account or balance used to fund a Transfer, as described in the Platform Terms and the Bank Agreements.
App	The Odola mobile application or approved digital channel through which you request, pay for, manage, cancel or inquire about a Transfer.

Term	Meaning
Applicable Law	All federal, state and local laws, rules, regulations, regulatory guidance, sanctions programs, payment-network rules, bank program requirements and partner requirements that apply to the IMT Service or a Transfer, including the Electronic Fund Transfer Act, Regulation E, the Remittance Transfer Rule, the Bank Secrecy Act, OFAC sanctions requirements, state money transmission laws and consumer-protection laws.
Business Day	Any day on which Lead Bank is open to the public for carrying on substantially all business functions, unless Applicable Law requires a different meaning for a specific right or obligation.
Designated Recipient or Recipient	The person you identify as the authorized recipient of a Transfer at a location outside the United States.
Global Send or IMT Service	The Odola international money transfer service described in these IMT Terms.
Lead Bank	Lead Bank, Member FDIC, a Missouri state-chartered bank, when acting as sponsor bank, Provider of Record, account provider or payment-capability provider for a Transfer.
Odola	Odola Inc., a Delaware corporation, acting as the App provider, Program Manager, servicer, customer-support intake channel and operational-support provider for Lead Bank in connection with Lead-sponsored Transfers.
Payout Partner	A bank, mobile money operator, wallet provider, cash pick-up agent, payment processor, payout network, FX provider or other third party approved to deliver or support a Transfer.

Term	Meaning
Provider of Record	For Lead-sponsored launch Transfers, Lead Bank. The Provider of Record is the remittance transfer provider responsible for the regulatory disclosures, cancellation rights, error-resolution rights, complaint contacts and other obligations that apply to the Transfer under Applicable Law.
Sender or you	A natural person located in a supported U.S. state or territory who requests a Transfer primarily for personal, family or household purposes.
Transfer	An electronic transfer of funds requested by you through the IMT Service to a Designated Recipient outside the United States, including transfers delivered to a bank account, mobile wallet, cash pick-up location or another approved payout method shown in the App.

2. The IMT Service

2.1 Service description

The IMT Service allows eligible Odola customers to send funds from an eligible Account to a Designated Recipient outside the United States. Depending on recipient country, currency, corridor, payout method and partner availability, Transfers may be delivered by deposit to a bank account, deposit to a mobile wallet, cash pick-up at selected payout locations or another delivery method shown in the App.

2.2 Personal remittances only

The IMT Service is intended only for consumer remittances for personal, family or household purposes. Permitted personal purposes may include family support, gifts, personal expenses, travel, education, medical expenses and similar lawful personal transfers. You may not use the IMT Service for business, commercial, merchant, payroll, trade, investment, virtual-asset, gambling, unlawful or restricted purposes.

2.3 Supported locations and payout methods

The IMT Service is available only for sender states or territories, recipient countries, currencies, corridors, payment rails and payout methods shown in the App or approved schedules. We may add, remove, suspend or limit supported locations, currencies and payout methods at any time, subject to Applicable Law and your rights for Transfers you already paid for or authorized.

2.4 No separate Account

The IMT Service is a payment and money-transfer service. It does not create a separate Account for you or the Recipient. Any Account protections applicable to your Account before funds are debited for a

Transfer are described in the Bank Agreements and applicable program disclosures. Funds sent to a Recipient or held by a non-bank payout partner are not deposits at Lead Bank.

3. Lead Bank Provider of Record; Odola Program Manager; Future MTL Migration

3.1 Lead Bank Provider of Record for launch

Lead Bank is the Provider of Record for each Transfer. Lead Bank is responsible for the non-waivable regulatory disclosures, cancellation rights, error-resolution rights, complaint contacts and other obligations that apply to the Transfer under Applicable Law.

3.2 Odola role

Odola provides the App, customer-support intake, program-management, servicing, compliance operations support, fraud tooling, reporting and related operational services for the IMT Service as Lead Bank's Program Manager and service provider. Odola may act as Lead Bank's authorized representative or agent for a Transfer only to the extent authorized by Lead Bank and permitted by Applicable Law.

3.3 Notices received by Odola

If Odola is identified as the customer-support, cancellation, complaint or error-resolution contact for a Transfer, a notice or request received by Odola through the designated channel will be treated as received by Lead Bank to the extent required by Applicable Law.

3.4 Future transition to Odola licenses

Odola may in the future transition some or all international money transfer services to Odola or an Odola affiliate under applicable money transmitter licenses, other licenses or another lawful basis. Any such transition will occur only after required approvals, customer notices and operational transition steps are completed. A transition will not reduce cancellation, refund, complaint or error-resolution rights you have for a Transfer that you paid for or authorized before the transition.

3.5 State-specific disclosures

Schedule A identifies the Provider of Record, state licensing or charter basis and regulatory complaint contacts that apply to the IMT Service.

4. Eligibility and Verification

4.1 Basic eligibility

To use the IMT Service, you must maintain an Account in good standing, be at least 18 years old or the age of majority in your state of residence, reside or be located in a supported U.S. state or territory, use the service for personal, family or household purposes, and satisfy identity-verification, sanctions-screening, fraud-prevention and ongoing due-diligence requirements.

4.2 Additional information and checks

We may request additional information before or after you submit a Transfer, including information about your identity, address, device, source of funds, source of wealth, relationship to the Recipient, purpose of the Transfer, Recipient information, travel or personal-payment purpose, or supporting documentation. We may deny, delay, suspend, restrict or cancel a Transfer if you do not provide requested information or if required checks cannot be completed.

4.3 Ongoing eligibility

Your eligibility and risk profile may be reassessed at any time. We may impose lower limits, require enhanced review, suspend access or terminate access to the IMT Service if required or permitted by Applicable Law, Lead Bank policy, payout partner requirements or approved risk controls.

5. Permitted and Prohibited Uses

5.1 Permitted personal purposes

You may use the IMT Service only to send your own funds for lawful personal, family or household purposes. You must provide the reason for your Transfer when requested and must ensure that the reason is accurate and complete.

5.2 Prohibited uses and restricted activities

In addition to restrictions in the Platform Terms and the Bank Agreements, you may not use the IMT Service:

- For business, commercial, merchant, payroll, investment, trade, resale, escrow, charity collection or fundraising purposes unless expressly approved in writing.
- To send funds to or for the benefit of any sanctioned person, entity, country, region, wallet, account or activity subject to U.S. sanctions or other applicable restrictions.
- To send funds on behalf of another person, to act as an intermediary, mule, nested money-service business or broker, or to accept compensation for sending a Transfer.
- To pay for illegal goods or services, gambling, lotteries, weapons, controlled substances, adult exploitation, human trafficking, fraud, ransomware, scams, virtual currency, crypto-assets, securities, investment schemes or activities listed on our Restricted Activities page.
- To split Transfers, use multiple accounts, misstate purpose, obscure source of funds or otherwise evade limits, screening, sanctions, reporting or licensing requirements.
- In any way that violates Applicable Law, these IMT Terms, the Platform Terms, the Bank Agreements, payout partner rules or corridor restrictions shown in the App.

5.3 Fraud, coercion and scam concerns

We may warn you, delay a Transfer, request additional confirmation, restrict access, refuse to process a Transfer or refer activity for review if fraud, coercion, elder abuse, romance scam, impersonation, account takeover, mule activity or other unlawful or abusive conduct is suspected.

6. Sending a Transfer and Your Authorization

6.1 Information you provide

To initiate a Transfer, you must provide the information requested in the App. This may include the Recipient's legal name, country, address or other contact information, bank account number, routing or institution identifier, mobile wallet identifier, cash pick-up location, delivery method, relationship to the Recipient, purpose of Transfer, amount to send, destination currency and any other information required for the selected corridor or payout method.

6.2 Accuracy of information

You are responsible for providing complete and accurate Sender, Recipient, account, wallet, location and purpose-of-transfer information. Incorrect or incomplete information may delay a Transfer, cause it to be rejected, or cause funds to be sent to the wrong account or person. Your cancellation and error-resolution rights are described in Sections 11 and 12 and are not limited by this paragraph.

6.3 Quotes and quote expiration

Before you confirm a Transfer, the App will show a quote with the amount you send, applicable fees, exchange rate if currency conversion applies, and the amount to be received by the Recipient, subject only to any permitted estimates or third-party deductions disclosed to you. Quotes are time-limited and may expire automatically if not accepted within the validity window shown in the App. Expired quotes must be refreshed before proceeding.

6.4 Authorization to debit, convert and transmit

By confirming a Transfer, you authorize Lead Bank, Odola and approved Payout Partners to debit your Account for the transfer amount and all disclosed fees and taxes, reserve funds pending compliance review, convert currency if applicable, transmit the Transfer, use approved payment rails and make funds available to the Recipient through the selected delivery method.

6.5 Funding failures and reversals

If a funding transaction is returned, reversed, charged back, rejected or otherwise fails, you remain responsible for the Transfer amount, fees and any permitted costs or losses to the extent allowed by Applicable Law. Amounts owed may be recovered from your Account or by another lawful means, without limiting your non-waivable rights.

6.6 Acceptance and processing

A Transfer request may remain subject to risk, sanctions, fraud, funding, operational and payout-partner checks after you confirm it. We may accept, reject, delay or cancel a Transfer as described in these IMT Terms. The transaction disclosure and receipt will state the Date Available for the Transfer.

7. Pre-Payment Disclosures, Receipts and Proof of Payment

7.1 Pre-payment or combined disclosure

Before you pay for or authorize a Transfer, we will provide a pre-payment disclosure or combined disclosure containing information required by the Remittance Transfer Rule, including, as applicable, the transfer amount, fees and taxes imposed by us, exchange rate, amount to be transferred in the destination currency, covered third-party fees, foreign taxes, amount to be received by the Recipient, the Date Available and other required information.

7.2 Receipt and proof of payment

When payment is made for a Transfer, we will provide a receipt in writing or electronically in a retainable form, as required by law. The receipt will include required transaction details, the Date Available, Recipient information provided by you, Lead Bank and support contact information, the short-form statement of your error-resolution and cancellation rights, and complaint contacts for the applicable state regulator and the Consumer Financial Protection Bureau. Where permitted by law, we may provide a combined disclosure before payment and a clear, conspicuous and retainable proof of payment or confirmation after payment.

7.3 Date Available

The transaction disclosure will state the Date Available, meaning the date in the recipient country on which funds will be available to the Recipient. We will not use an estimated Date Available. If the exact date is uncertain, the disclosure may state the latest date on which funds will be available and may state that funds may be available sooner.

7.4 Long-form rights notice

Upon request, we will promptly provide you with a written explanation of your error-resolution and cancellation rights. Schedule B contains model language for those notices, completed with the correct Provider of Record and contact information before publication.

7.5 Language of disclosures

Disclosures, receipts and notices will be provided in English and, where required by Applicable Law, in the language used to advertise, market, conduct or support the Transfer.

7.6 Electronic delivery

Disclosures, receipts, notices and other communications may be provided electronically through the App, by email or by other electronic means, subject to your electronic communications consent and Applicable Law. You should retain a copy of each disclosure and receipt for your records.

7.7 Transaction disclosures control

The exchange rate, recipient amount, Date Available, fees, taxes, cancellation rights, complaint contacts and other transaction-specific terms shown in the pre-payment disclosure, combined disclosure, receipt or proof of payment control for that Transfer.

8. Exchange Rates, Fees, Third-Party Fees and Taxes

8.1 Exchange rates

If a Transfer involves currency conversion, we will apply the exchange rate disclosed to you before you authorize payment for the Transfer, unless the disclosure identifies the rate as an estimate permitted by law. Exchange rates change frequently and may differ from rates available from other providers or published sources. Any exchange-rate spread retained by us or our partners will be reflected in the disclosed rate or otherwise disclosed as required by law.

8.2 Fees charged by us

Our fees for the IMT Service are shown in the App before you authorize each Transfer. We will not charge a fee for a Transfer unless it is disclosed before you authorize payment, except as permitted by Applicable Law.

8.3 All-in total and recipient amount

Before you confirm a Transfer, the App will show the all-in total you pay and the amount to be received by the Recipient, subject to permitted estimates, third-party deductions, foreign taxes or other limitations disclosed to you.

8.4 Third-party fees and foreign taxes

Fees may be imposed by a Recipient's bank, wallet provider, cash pick-up provider, intermediary or other third party, and taxes may be imposed by foreign authorities. We will disclose known third-party fees and foreign taxes, or estimates and permitted disclaimers, as required by law. Some third-party fees or foreign taxes may reduce the amount received where permitted by law and disclosed in the transaction disclosure.

8.5 Estimates

Where Applicable Law permits an estimated exchange rate, estimated fee, estimated tax, estimated amount transferred or estimated amount received, we will identify the amount or term as an estimate in the applicable disclosure. We will use estimates only where approved for the relevant corridor and payout method and permitted by Applicable Law. We will not disclose an estimated Date Available.

8.6 Refunds and currency conversion

If a refund is required, the refund amount and currency will be determined in accordance with Applicable Law, the transaction disclosure and these IMT Terms. Refunds may be credited to your Account or returned by another permitted method. This Section does not limit your cancellation or error-resolution rights.

9. Transfer Limits, Holds, Rejections and Refunds

9.1 Limits

Per-transfer, daily, weekly, monthly, annual, corridor, payout-method and customer-risk limits may apply. Current limits will be shown in the App or otherwise disclosed. Limits may differ by customer, state, Recipient country, delivery method, funding source, risk profile and regulatory requirements. We may reduce, increase or impose limits at any time, subject to Applicable Law.

9.2 Holds and reviews

We may hold, delay, reject, reverse, cancel or refuse to process a Transfer if required or permitted by law, if a compliance or fraud review is pending, if additional information is needed, if a Payout Partner or corridor is unavailable, if the Transfer exceeds limits, if information is incorrect or incomplete, if funding fails, or if we reasonably believe the Transfer violates these IMT Terms, the Platform Terms, the Bank Agreements or Applicable Law.

9.3 Rejected, failed or unclaimed Transfers

If your Account is debited for a Transfer that is later rejected, cancelled, unable to be completed or remains unclaimed past the permitted payout period, we will refund the amount required by law to your Account or another permitted refund method. Refund timing and amount may depend on Applicable Law, funding method, payout status, Payout Partner return timing, currency conversion and whether any third-party fees or taxes may lawfully be deducted. This Section does not limit your cancellation or error-resolution rights.

9.4 No interest

Unless required by Applicable Law, we do not pay interest on funds held, reserved, delayed, returned or refunded in connection with a Transfer.

10. Delivery, Payout Partners and Recipient Requirements

10.1 Date Available and processing times

Processing times vary by corridor, currency, delivery method, payment rail, local business hours, funding source, compliance review and Payout Partner availability. Before you pay for or authorize a Transfer, the transaction disclosure will state the Date Available. Any general delivery range shown elsewhere in the App is informational and does not override the Date Available shown in the transaction disclosure.

10.2 Payout Partner requirements

Payout Partners may require the Recipient to present identification, provide a confirmation number, answer verification questions, use a registered wallet or account, comply with local laws or satisfy other requirements before funds are released. A Payout Partner may refuse or delay payout if those requirements are not met.

10.3 Recipient verification

Payout Partners may verify account, wallet or identity details before completing a Transfer. If verification fails, the Transfer may be delayed, rejected or cancelled. Incorrect or incomplete information may result in funds being unavailable or delivered incorrectly. Your cancellation and error-resolution rights remain as described in Sections 11 and 12.

10.4 Local law and conditions

The Recipient's ability to receive funds may depend on local law, payout partner rules, recipient identification, account or wallet status, cash availability, local holidays, local business hours and other destination-country requirements. Your error-resolution rights apply as described in Section 12 and Schedule B.

10.5 Changes to partners or corridors

We may add, remove or modify Payout Partners, delivery methods, pick-up locations, currencies or corridors at any time, subject to Applicable Law and any rights you have for Transfers already submitted.

11. Cancellation Rights

11.1 Thirty-minute cancellation right

You may cancel a Transfer for a full refund if the cancellation request is received no later than 30 minutes after you make payment or authorize payment for the Transfer, and the funds have not been picked up by the Recipient or deposited into the Recipient's account.

11.2 How to cancel

To cancel, contact us via email at support@odola.com or by phone at +1 (978) 765-1589. Your request must enable us to identify you and the Transfer you want to cancel. Useful information includes your name, phone number or address, the Transfer reference or confirmation number, the amount sent, the Recipient name, the destination country and the delivery location, wallet or account where funds were sent. If you submit a cancellation request through a designated electronic channel, the time of submission shown in our systems will be used to determine whether the request was timely, subject to Applicable Law.

11.3 Refund after cancellation

If you make a timely and valid cancellation request, we will refund, at no additional cost to you, the total amount of funds you provided in connection with the Transfer, including fees and, to the extent not prohibited by law, taxes imposed for the Transfer. We will provide the refund within three Business Days after receiving your cancellation request, unless Applicable Law requires a different timeframe.

11.4 Scheduled Transfers not offered at launch

Scheduled and recurring international money transfers are not available at launch unless the App and the transaction disclosure expressly state otherwise. If scheduled or recurring Transfers are offered, additional disclosure and cancellation rules will apply, including the right to cancel certain scheduled Transfers if a valid request is received at least three Business Days before the scheduled transfer date.

11.5 Longer cancellation windows

The App or a transaction disclosure may provide a longer cancellation period for a specific Transfer. If a longer period is disclosed, that longer period applies to that Transfer.

11.6 Recall after the cancellation window

After the cancellation period expires, or if funds have been picked up or deposited, cancellation may not be available. We may attempt a recall where permitted and operationally possible, but success is not guaranteed and third-party fees or currency-conversion differences may apply, except to the extent prohibited by law or inconsistent with your statutory rights.

12. Error Resolution

12.1 Notice of error

You may notify us of an error or problem with a Transfer orally or in writing through the App, by email at support@odola.com , by phone at +1 (978) 765-1589 or by mail at Odola Inc., 625 Massachusetts Avenue, Office 02-103, 2nd Floor, Cambridge, MA 02139. If Odola is identified as the customer-support contact for a Transfer, a notice received by Odola through the designated channel will be treated as received by Lead Bank to the extent required by law.

12.2 Timing

Your notice of error must be received no later than 180 days after the date funds were disclosed to be available to the Recipient. If you previously requested documentation, additional information or clarification about the Transfer, your notice may be timely if received by the later of 180 days after the disclosed Date Available or 60 days after we sent the requested documentation, information or clarification.

12.3 Information to provide

Your notice should enable us to identify the Transfer and investigate the issue. Please provide your name and address or telephone number; the Recipient's name and, if known, telephone number or address; the Transfer reference, confirmation number or other information that identifies the Transfer; why you believe an error or problem exists; and, to the extent possible, the type, date and amount of the error.

12.4 Investigation and results

We will investigate promptly and determine whether an error occurred within 90 days after receiving your notice. We will report the results to you within three Business Days after completing our investigation and will tell you what remedies are available if we determine that an error occurred.

12.5 Remedies

If we determine that an error occurred and you choose an available remedy, we will correct the error within one Business Day after receiving your instructions, or as soon as reasonably practicable, as required by law. Depending on the type of error and your instructions, this may include refunding the amount needed to resolve the error, refunding fees and taxes as required by law, or making the appropriate amount available to the Recipient at no additional cost to you or the Recipient. If the error resulted from incorrect or insufficient information you provided, the available remedy may differ as permitted by law.

12.6 If no error occurred

If we determine that no error occurred, or that an error occurred in a manner or amount different from what you described, we will provide a written explanation of our findings and will tell you that you may request copies of the documents we relied on in making our determination.

12.7 Examples of errors

Errors may include an incorrect amount paid by you, a computational or bookkeeping error by us, failure to make the disclosed amount available to the Recipient, failure to make funds available by the disclosed Date Available or a request for required documentation or clarification. An inquiry about the status of a Transfer is not an error unless funds were not made available by the disclosed Date Available.

12.8 Account-level disputes

If an issue involves both your Account and a Transfer, we will handle it under the rules that apply to the specific issue. The Bank Agreements may provide additional account-level rights for electronic fund transfers, unauthorized activity or funding-source errors.

13. Questions, Complaints and Regulatory Contacts

13.1 Odola Support

For questions, complaints, cancellation requests or error notices related to the IMT Service, contact Odola Support through the App, by email at support@odola.com , by phone at +1 (978) 765-1589, or by mail at Odola Inc., 625 Massachusetts Avenue, Office 02-103, 2nd Floor, Cambridge, MA 02139.

13.2 Lead Bank contact

Because Lead Bank is the Provider of Record for Lead-sponsored Transfers, Lead Bank will be identified on the applicable disclosure or receipt. For customer service, cancellation, error notices and complaints, use the Odola Support channels designated for the IMT Service unless the transaction disclosure gives a different Lead Bank program contact.

13.3 Complaints and errors

A complaint, status inquiry or question may also be an error notice if it contains enough information to identify an error under Section 12 and Applicable Law. You do not need to use any specific words to preserve your error-resolution rights.

13.4 Regulators

You may also contact the state agency identified in Schedule A and the Consumer Financial Protection Bureau using the contact information shown on your receipt or in Schedule A.

14. AML, Sanctions, Fraud Prevention and Compliance

14.1 Screening and monitoring

Senders, Recipients, Transfers, funding sources, payout methods, devices, locations and related activity are screened and monitored for sanctions, anti-money-laundering, counter-terrorist-financing, fraud, consumer-protection, risk-management and other compliance purposes.

14.2 Restricted persons and locations

You must not use the IMT Service to send funds to, from, for or for the benefit of any person, entity, country, region, wallet, account or activity subject to U.S. sanctions or other applicable restrictions, including persons on U.S. sanctions lists or persons located in or ordinarily resident in comprehensively sanctioned jurisdictions.

14.3 Information and documentation

You agree to provide accurate, complete and current information about yourself, the Recipient, the purpose of the Transfer, your relationship to the Recipient and any other information requested. You must not provide false information, omit material information or attempt to evade limits, screening or reporting requirements.

14.4 Legal and regulatory actions

A Transfer or Account activity may be blocked, rejected, frozen, delayed, returned, cancelled or reported when required or permitted by law, regulation, sanctions program, court order, regulator request, law-enforcement request, bank policy or Payout Partner requirement. Reports may be filed with FinCEN, OFAC, state regulators, law enforcement or other authorities without notice to you when required or permitted by law.

14.5 Confidentiality of compliance reviews

We may be prohibited by law or policy from telling you why a Transfer was delayed, blocked, rejected, frozen, reported or cancelled, including where the reason involves sanctions, suspicious activity, fraud or law-enforcement review.

15. Privacy, Data Sharing and Communications

15.1 Data used to process Transfers

To provide the IMT Service, Sender, Recipient, Account, funding, device, transaction, location, purpose-of-transfer and compliance information may be collected, used, verified, retained and shared with Lead Bank, Odola, Odola affiliates, Payout Partners, payment networks, service providers, regulators, law enforcement and other parties as described in applicable privacy notices and as required or permitted by law.

15.2 Recipient information

You represent that you are authorized to provide Recipient information to us and that you will tell the Recipient that their information may be processed and shared for payment, compliance, fraud-prevention and support purposes, including across borders.

15.3 Communications

We may communicate with you about the IMT Service through the App, email, text message, push notification, telephone, mail or other permitted channels. You are responsible for maintaining accurate contact information in your Account.

15.4 Records

Transfer records, communications, compliance documentation and support records may be retained for the period required or permitted by law, Lead Bank policy and Odola record-retention requirements.

16. Changes, Suspension and Termination

16.1 Changes to these IMT Terms or the service

These IMT Terms, the IMT Service, supported corridors, payout methods, fees, limits, providers or operational procedures may change from time to time. Notice will be provided when required by law or the Platform Terms. Changes will not reduce any cancellation, refund or error-resolution rights that already apply to a Transfer you paid for or authorized before the change.

16.2 Suspension or termination

Access to the IMT Service may be suspended, restricted or terminated if your Account is not in good standing, if required or permitted by law, if a partner or corridor is unavailable, if required checks cannot be completed, if fraud or misuse is suspected, or if you violate these IMT Terms, the Platform Terms or the Bank Agreements.

16.3 Survival

Sections relating to payment obligations, investigations, refunds, error resolution, compliance, prohibited activities, data sharing, reporting, record retention and limitations that by their nature should survive will survive termination of your access to the IMT Service.

17. Relationship to Legal Rights and Other Agreements

17.1 No waiver of statutory rights

Nothing in these IMT Terms limits any non-waivable rights you have under the Electronic Fund Transfer Act, Regulation E, the Remittance Transfer Rule, state money transmission laws, consumer-protection laws or other Applicable Law.

17.2 Platform Terms, Bank Agreements and payment rules

Your Account and funding source remain subject to the Bank Agreements and the Platform Terms, and to any applicable card, ACH, wire, payment-network, bank or processor rules. If an issue involves both your Account and a Transfer, we will handle it under the rules that apply to the specific issue.

17.3 Payout partners and local law

The Recipient's ability to receive funds may depend on local law, payout partner rules, Recipient identification, account or wallet status and other requirements in the destination country. This does not limit your non-waivable cancellation, refund, error-resolution or other statutory rights.

17.4 Limitations subject to law

Any limitation, exclusion, refund condition or responsibility allocation in these IMT Terms applies only to the maximum extent permitted by Applicable Law and does not limit your non-waivable cancellation, refund, error-resolution or other statutory rights.

17.5 Governing law

These IMT Terms are governed by the same governing-law provision in the Platform Terms, except that federal law and any non-waivable law of your state of residence or the state from which you request a Transfer will apply to the extent required.

18. Contact for Questions, Complaints, Cancellations and Errors

For questions, complaints, cancellation requests or error notices related to the IMT Service, contact Odola Support through the approved channels below.

Channel	Detail
Email	support@odola.com
Phone	+1 (978) 765-1589
Mailing address	625 Massachusetts Ave, Office 02-103, 2nd Floor, Cambridge, MA 02139
Lead Bank program contact	Lead Bank, c/o Odola Support for the IMT Service, or other Lead Bank program contact approved for customer disclosures and receipts.

Consumer Schedule A - Provider of Record, State Disclosures and Complaint Contacts

Provider of Record	License, charter or authority	State agency / complaint contact
Lead Bank	Lead Bank, Member FDIC, Missouri state-chartered bank. Lead Bank is treated as the remittance transfer provider for Lead-sponsored Transfers.	Missouri Division of Finance, Truman State Office Building, Room 630, Jefferson City, MO 65102. Phone: (573) 751-3242. Fax: (573) 751-9192. Email: finance@dof.mo.gov. Website: finance.mo.gov. Consumer complaints: finance.mo.gov/consumer-complaints.

CFPB contact for receipts and short-form notices: Consumer Financial Protection Bureau, 1-855-411-2372, 1-855-729-2372 (TTY/TDD), www.consumerfinance.gov.

Consumer Schedule B - Error-Resolution and Cancellation Notices

The receipt for each Transfer will include the short-form notice in Part 1 or substantially similar language. The long-form notice in Part 2 will be made available promptly upon request. Scheduled Transfers are not offered at launch unless separately approved and tested.

Part 1 - Short-form receipt notice

You have a right to dispute errors in your transaction. If you think there is an error, contact us within 180 days at +1 (978) 765-1589 or by emailing support@odola.com. You can also contact us for a written explanation of your rights.

You can cancel for a full refund within 30 minutes of payment, unless the funds have been picked up or deposited.

For questions or complaints about Lead Bank, contact:
- Missouri Division of Finance, (573) 751-3242, finance.mo.gov
- Consumer Financial Protection Bureau, 1-855-411-2372, 1-855-729-2372 (TTY/TDD), www.consumerfinance.gov

Part 2 - Long-form error-resolution and cancellation notice

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 (978) 765-1589, write us at Odola Inc., 625 Massachusetts Avenue, Office 02-103, 2nd Floor, Cambridge, MA 02139, or email us at support@odola.com.

Timing:

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. If you asked for documentation, additional information or clarification, a later deadline may apply as required by law.

Information to provide:

When you contact us, please tell us your name and address or telephone number; the error or problem with the transfer and why you believe it is an error or problem; the name of the person receiving the funds and, if you know it, their telephone number or address; the dollar amount of the transfer; and the confirmation code or number of the transaction, if available.

Investigation:

We will determine whether an error occurred within 90 days after you contact us and 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:

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. To cancel, you must contact us at the phone number, email address or support channel above within 30 minutes of payment for the transfer.

Cancellation information:

When you contact us, you must provide information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three Business Days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.