

BrainMerchant Website Terms and Conditions

Effective Date: October 19, 2026

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN A BINDING ARBITRATION PROVISION AND A CLASS ACTION WAIVER (SECTION 15), A WAIVER OF JURY TRIAL (SECTION 15.6), DISCLAIMERS OF WARRANTIES (SECTION 12), LIMITATIONS ON OUR LIABILITY (SECTION 13), AND A ONE-YEAR TIME LIMIT FOR BRINGING CLAIMS (SECTION 13.6). THESE PROVISIONS AFFECT YOUR LEGAL RIGHTS. BY ACCESSING OR USING THE WEBSITE YOU SPECIFICALLY AUTHORIZE AND AGREE TO THEM.

1. Who We Are, What These Terms Cover, and How You Agree

1.1 The parties. These Website Terms and Conditions (these “Terms”) are a legal agreement between you and My Happy IT Inc., a Nevada corporation doing business as BrainMerchant (“BrainMerchant,” “we,” “us,” or “our”). BrainMerchant is a payment gateway company that provides credit card processing and ACH transaction services to software platforms.

1.2 What these Terms cover. These Terms govern your access to and use of the website located at brainmerchant.com and any other website, subdomain, or online property we operate that links to these Terms, including their pages, guides, glossary, frequently asked questions, industry pages, illustrations, downloadable materials, and contact form, together with any content we make available through them (collectively, the “Website”). These Terms do not govern our payment gateway, credit card processing, or ACH processing services, which are described in Section 3.

1.3 Acceptance. By accessing, browsing, or using the Website, or by clicking a button or checking a box that indicates your acceptance, you agree to these Terms and represent that you have the legal capacity to do so. Where we ask you to confirm your agreement before taking an action on the Website, for example before you submit a message through the contact form, your confirmation is your agreement to the version of these Terms posted at that time. Each time you access the Website you reaffirm your agreement to the Terms then posted. If you do not agree to these Terms, do not access or use the Website.

1.4 Privacy Policy. Our Privacy Policy, posted on the Website, is a separate document that explains how we collect, use, and disclose personal information in connection with the Website, your communications with us, and our business relationships. It is not part of these Terms, and Section 7 explains how the two documents relate.

2. Eligibility and Authority

2.1 Business audience. The Website is intended for software companies and other businesses that are evaluating card and ACH payment services for their platforms, and for the people who act on their behalf. The Website is not directed at children. You may use the Website only if you are at least 18 years old, or older if the law where you live sets a higher age of majority.

2.2 Acting for an organization. If you access the Website or submit an inquiry on behalf of a company or other organization, you represent that you are authorized to act for that organization and to bind it to these Terms. In that case, “you” and “your” in these Terms refer to both you and that organization, and you and that organization are jointly and severally responsible for compliance with these Terms. If you do not have that authority, you are personally bound by these Terms.

2.3 Lawful use. You may use the Website only where doing so is lawful. You are responsible for complying with the laws that apply to you, including laws of any country or state from which you access the Website.

2.4 Operated from the United States. We operate the Website from the United States, and it is intended for businesses and individuals located in the United States. Its content is written for software platforms whose customers pay in US dollars by card or from US bank accounts. We make no representation that the Website or its content is appropriate, lawful, or available for use in other locations. If you access the Website from outside the United States, you do so on your own initiative and at your own risk, and any information you provide will be transferred to and processed in the United States as described in the Privacy Policy.

2.5 Competitors. You may not access or use the Website, or any Content, for the purpose of competitive analysis or benchmarking, to monitor its availability, performance, or functionality for a competing purpose, or to develop, train, market, or support any product or service that competes with the Payment Services. If you are, or act on behalf of, a competitor of ours, your use of the Website is limited to viewing publicly posted pages for that limited purpose, and you may not submit inquiries through the contact form.

3. What These Terms Do Not Cover

3.1 Payment Services are separate. Our payment gateway, credit card processing, and ACH transaction services, together with any related integrations, onboarding, underwriting, settlement, funding, reporting, and support (collectively, the “Payment Services”), are provided only under separate written agreements. Those agreements may be with us and, depending on the model, with processors, acquiring banks, originating banks, or other participants in the payment system. These Terms do not create, offer, or form any Payment Services relationship, and nothing on the Website is an offer to provide Payment Services to you.

3.2 Separate agreements control. If you or your organization has entered into, or later enters into, an agreement for Payment Services or any other written agreement with us, that agreement governs its own subject matter. If that agreement conflicts with these Terms, that agreement controls for its subject matter, and these Terms continue to govern your use of the Website.

3.3 Your customers and their payers. These Terms do not govern payments made by or to your customers or their payers, the authorizations those payers give, or any dispute, chargeback, or ACH

return. Those matters are governed by the Payment Services agreements, the rules of the card networks and the ACH Network, and the agreements and notices that apply to those services.

3.4 No accounts or transactions on the Website. Unless we expressly state otherwise on a particular page, the Website does not offer user accounts, logins, purchases, payments, or online ordering. Nothing on the Website allows you to buy, subscribe to, or activate any service, and no payment is collected through the Website. Any message you send through the contact form is an inquiry only. If we make any portal, account, developer documentation, sandbox, or other interactive functionality available through the Website, it is governed by the additional terms we present for it and, to the extent those terms do not address a matter, by these Terms.

3.5 No professional relationship. Using the Website, reading its content, or contacting us does not make us your legal, tax, accounting, compliance, or financial advisor, and does not create any agency, fiduciary, partnership, joint venture, or employment relationship between you and us.

4. Website Content Is General Information Only

4.1 No advice. The content on the Website, including our guides, glossary, FAQ, industry pages, checklists, and summaries of payment rules, is provided for general information. It is not legal, tax, accounting, compliance, security, financial, or other professional advice, and it is not a substitute for the rules, standards, and laws it describes or for advice from a qualified professional who knows your situation. You are solely responsible for your own decisions, including decisions about how your platform handles payments and what rules apply to it, and you assume all risk of acting on or relying on any content.

4.2 Third-party rules and standards. The Website describes rules and standards set by others, including the Nacha Operating Rules, the PCI Data Security Standard, card network rules, and banking regulations. Those rules change, contain exceptions and details that our summaries do not cover, and are interpreted and applied by their issuers, the networks, processors, banks, and regulators, not by us. Our descriptions reflect our understanding as of the review date shown on the page, if one is shown, and may be incomplete or out of date. Confirm any rule with its source, your provider, or your own advisors before relying on it.

4.3 Statistics and third-party data. Figures on the Website attributed to the Federal Reserve, Nacha, or other sources are reproduced from those sources as we understood them at the time of writing. We do not verify third-party data and are not responsible for its accuracy.

4.4 Illustrations are fictional. Sample payment screens, invoices, company names (such as “Acme Studio” or “Acme Property Co.”), amounts, and card details shown on the Website are illustrations only. They do not depict real customers, real transactions, or the exact appearance or behavior of any integration.

4.5 Descriptions of what we do are general. Statements on the Website about the Payment Services, including which payment methods are supported, how a payment moves between parties, how an

integration may be built, and when funds settle or are funded, are general descriptions. Whether, when, and on what terms any Payment Services are available to you or your organization is determined only under the Payment Services agreements described in Section 3 and by the networks, processors, and banks involved. We do not promise on the Website that any platform or merchant will be approved, on boarded, or supported, or that any payment method, feature, integration approach, timing, or outcome will be available. Any statement about features, integrations, or capabilities that are planned, in development, or “coming soon” is a forward-looking statement that we may change or abandon at any time without notice, and you should not rely on it in making any decision.

4.6 Pricing. Any pricing, fee, rate, or cost information that appears on the Website or is discussed with you is illustrative only, may be changed or withdrawn at any time without notice, and is not an offer. No pricing, fee, or cost is binding on us unless it is set out in a written agreement signed by us.

4.7 Corrections. We welcome corrections to our content and may update it at any time, but we have no obligation to correct, update, or maintain any content, and we do not promise that any content will remain available.

4.8 PCI DSS and compliance. Nothing on the Website states or implies that any provider, including us, can make your platform compliant with the PCI Data Security Standard, the NACHA Operating Rules, or any other rule or law. Your platform’s obligations under those rules depend on its own role and conduct, which you must assess for yourself.

4.9 Testimonials, case studies, and comparisons. Any testimonial, case study, customer name or logo, review, or statistic about customer results that appears on the Website reflects the experience or opinion of the person or business identified, is not representative of all customers, and is not a promise that you will achieve similar results. Any comparison of the Payment Services with other providers or approaches reflects our own opinion based on information that was publicly available to us when the comparison was written and may not be current or complete.

4.10 No reliance. You acknowledge that you have not relied, and will not rely, on any statement on the Website in deciding whether to contact us or to enter into any agreement with us, and that the only statements on which you may rely are those expressly set out in a written agreement signed by us.

5. Permitted Use and Prohibited Conduct

5.1 Permitted use. Subject to these Terms, you may access and view the Website to learn about card and ACH payments and to evaluate whether to contact us about the Payment Services for your own organization’s internal business purposes. The Website may be accessed only through the public interfaces we provide for that purpose.

5.2 Prohibited conduct. You must not, and must not attempt to or help anyone else to:

1. use the Website in any way that violates any law, regulation, or the rights of any person;
2. use the Website in any way that violates these Terms;

3. access, probe, scan, or test the vulnerability of the Website or any system or network connected to it, or breach or circumvent any security, authentication, access-control, geographic, or rate-limiting measure;
4. interfere with the operation of the Website, including by overloading it, introducing viruses or other harmful code, or sending unsolicited or automated messages through the contact form;
5. use any robot, spider, scraper, crawler, headless browser, or other automated means to access the Website or to copy, index, monitor, or collect content or data from it, except as we expressly permit in writing or through the crawler directives we publish on the Website;
6. use any content from the Website, or any data derived from it, to train, fine-tune, ground, evaluate, test, or develop any machine-learning or artificial-intelligence model, system, or dataset, to generate output through retrieval-augmented or similar techniques, or to build or support any product or service that competes with the Website or with the Payment Services except as we expressly permit in writing or through the crawler directives we publish on the Website (we expressly reserve all rights in the Content for text and data mining purposes);
7. copy, reproduce, republish, distribute, display, sell, license, frame, mirror, or create derivative works from any part of the Website, except as Section 8 permits;
8. reverse engineer, decompile, or disassemble any code, markup, or other component of the Website, or access any non-public part of it;
9. remove, alter, or obscure any copyright, trademark, attribution, or other proprietary notice on the Website;
10. harvest or collect names, email addresses, or other information about individuals from the Website;
11. impersonate any person or organization, misrepresent your identity or your affiliation with any person or organization, or provide false or misleading information in any submission;
12. submit card numbers, security codes, bank account or routing numbers, passwords, or other credentials through the contact form or by email, as the Website instructs; or
13. use the Website or the contact form for solicitation, advertising, recruiting, or any purpose other than a genuine inquiry to us.

5.3 Enforcement. We may monitor use of the Website, investigate suspected violations of this Section, take any action we consider appropriate, including the actions described in Section 11, and cooperate with law enforcement or other authorities and with hosting and email providers in connection with any investigation. Conduct prohibited by this Section may also violate the Computer Fraud and Abuse Act (18 U.S.C. § 1030), Nevada's laws on unlawful acts regarding computers (NRS 205.473 to 205.513), and similar laws, and we reserve all civil and criminal remedies.

5.4 Injunctive relief. You acknowledge that a violation of this Section 5 or of Section 8 would cause us irreparable harm for which money damages would be an inadequate remedy, and that we are entitled

to injunctive or other equitable relief to prevent or stop any such violation, without the need to post a bond or prove actual damages, in addition to any other remedy available to us.

6. Contact Form, Inquiries, and Feedback

6.1 Purpose of the contact form. The contact form and the email address on the Website exist so that you can ask us about the Payment Services, request a conversation, or send a correction. Submitting a message is an inquiry only. It does not create any agreement, application, or commitment by either you or us.

6.2 No obligation to respond or to contract. We may reply to your message by email or telephone, but we are not obliged to respond, to schedule or hold a conversation, to provide any information, or to enter into any agreement with you. Any discussion, proposal, estimate, or description we provide in response to an inquiry is not binding on us unless it is set out in a written agreement signed by us.

6.3 Your submissions. You are responsible for anything you submit through the contact form or send to us by email or other channels (your “Submissions”). You represent that your Submissions are accurate, that you have the right to share them with us, and that they do not infringe or misappropriate the rights of any person. Do not include card numbers, security codes, bank account or routing numbers, passwords, or other credentials, or any sensitive personal information such as health information, government identification numbers, or financial account details, in a Submission. If you do, we may delete that information without notice. You grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sub licensable license to store, copy, use, and process your Submissions to respond to you, to evaluate and pursue a business relationship with you or your organization, to operate, protect, and improve the Website and our services, and for any other business purpose consistent with the Privacy Policy.

6.4 Submissions are not confidential. Unless you and we have signed a separate written confidentiality agreement that covers it, we treat the content of your Submissions as non-confidential, except that we handle personal information in your Submissions as described in our Privacy Policy. Do not send us trade secrets or other information you want kept confidential before a confidentiality agreement is in place. We have no obligation to review, return, or protect any Submission.

6.5 Feedback. If a Submission contains ideas, suggestions, corrections, or other feedback about the Website, our content, or the Payment Services (“Feedback”), you assign to us all right, title, and interest in the Feedback. To the extent that assignment is not effective under applicable law, you grant us a perpetual, irrevocable, worldwide, royalty-free, fully paid, sub licensable, non-exclusive license to use, reproduce, modify, and otherwise exploit the Feedback for any purpose without any obligation to you, and you irrevocably waive any right to attribution, compensation, or approval and any moral rights in the Feedback. We may use Feedback without identifying you as its source.

6.6 Delivery is not guaranteed. The contact form depends on your browser, our hosting and email providers, and other systems outside our control. We do not guarantee that any Submission will reach

us, be read, or be acted on, and you should not rely on the contact form or email for anything time-sensitive or legally significant. If you do not receive a reply, assume we did not receive your message.

6.7 Abuse controls. We may limit the number of messages accepted from a connection, decline or discard messages that appear to be automated, abusive, or unrelated to a genuine inquiry, and take any other measure we consider appropriate to protect the Website and our staff.

7. Privacy and Consent

7.1 Privacy Policy governs information handling. Our Privacy Policy describes what the Website collects, how we use and share it, and the choices you have. It is a separate document that we may update independently of these Terms. By using the Website you acknowledge that the Privacy Policy describes our practices.

7.2 Separate consents. Where applicable law requires your separate consent, disclosure, or authorization for a particular use of your information, we will obtain it separately, including through the contact form or in our communications with you, and that separate consent, together with the Privacy Policy, governs that use.

7.3 Telephone numbers. By providing a telephone number to us, you represent that you are the subscriber or customary user of that number and you consent to us and our service providers contacting you at that number, including by live call, text message, and, where permitted by law, automated or prerecorded means, about your inquiry and about any existing or proposed business relationship between us and you or your organization. Message and data rates may apply. We will send marketing calls or text messages only with your separate consent, which is not a condition of obtaining any service from us. You may withdraw consent at any time by replying STOP to a text message or by contacting us as described in Section 18.

7.4 What the Privacy Policy covers. The Privacy Policy covers the Website, your communications with us, and our relationships with prospective and current customers, partners, vendors, and other business contacts. It does not cover personal information processed through the Payment Services, which is governed by the agreements and notices that apply to those services.

8. Intellectual Property and Limited License

8.1 Our ownership. The Website and everything on it, including text, guides, the glossary, FAQ answers, checklists, diagrams, illustrations, sample screens, graphics, page designs, layouts, underlying code, data, and the selection, coordination, and arrangement of all of these (the “Content”), are owned by us or our licensors and are protected by United States and international copyright, trademark, trade dress, trade secret, database, and other intellectual property and proprietary rights laws. All rights not expressly granted in these Terms are reserved. No license is granted by implication, estoppel, or otherwise.

8.2 Trademarks. “BrainMerchant,” the BrainMerchant logo, and the names of our services are our trademarks and service marks, whether or not registered. You may not use them, or any confusingly similar mark, including as a keyword, domain name, social media handle, or metatag, without our prior written permission. Names and marks of others that appear on the Website, including Nacha, the Federal Reserve, the PCI Security Standards Council, and the card networks, belong to their owners. We use them only to identify those organizations and their rules, and their appearance does not imply any affiliation with, sponsorship of, or endorsement by them.

8.3 Limited license to you. Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and view the Content, and to download or print a reasonable number of copies of individual pages for your organization’s internal reference in evaluating payment services. You must keep all copyright and other proprietary notices on any copy. You may not modify the Content, use it for any commercial purpose other than that internal evaluation, or republish, distribute, display, transmit, or sell it. Any use of the Content not expressly permitted by these Terms ends this license automatically, and we may revoke this license at any time for any reason.

8.4 Quotations and links. You may quote short excerpts of the Content in your own materials if you identify BrainMerchant as the source and, where practical, link to the page quoted, and provided the quotation does not misrepresent the Content or suggest our endorsement. You may link to the Website’s pages with a plain text link, provided you do not frame or mirror any page, do not use our marks as part of your link other than to name the destination, and do not suggest any affiliation with or endorsement by us. We may withdraw permission to link or quote at any time by notice to you, including by posting on the Website.

8.5 Copyright complaints. If you believe Content on the Website infringes a copyright you own or control, send a written notice to the email address in Section 18 that identifies the copyrighted work, identifies the Content you believe is infringing and where it appears, states how we may contact you, states that you believe in good faith that the use is not authorized, and states, under penalty of perjury, that the information in the notice is accurate and that you are the owner or authorized to act for the owner. We will review and respond to notices that meet these requirements, may remove or disable access to the material identified, and may terminate the access of repeat infringers. A person who knowingly misrepresents that material is infringing may be liable for damages under 17 U.S.C. § 512(f).

9. Third-Party Websites, Services, and Payment System Participants

9.1 Links to other websites. The Website links to websites and documents published by others, including Nacha, the Federal Reserve, the PCI Security Standards Council, the card networks, and other sources we cite. We provide these links for convenience and attribution only. We do not control, endorse, or monitor linked websites, and we are not responsible for their content, accuracy, availability, security, or practices. Your use of any linked website is governed by that website’s own terms and privacy policy and is at your own risk.

9.2 Payment system participants are independent. Every card or ACH payment involves parties other than us, including card networks, the ACH Network, processors, acquiring and originating banks, payers' banks and card issuers, and the software platform itself. These parties are independent of us. They set and apply their own rules; make their own decisions about authorizations, declines, returns, disputes, and chargebacks; and control settlement timing and funding schedules. Descriptions on the Website of what these parties do are general and are not statements about any particular provider, bank, or arrangement, and any reference on the Website to a payment system participant does not imply that it is our partner or has sponsored, endorsed, or approved us or the Payment Services.

9.3 Hosting, email, and other providers. The Website and our email are operated with the help of third-party hosting, infrastructure, analytics, security, and email providers. Their performance is outside our control, and we do not guarantee their availability, security, or reliability.

9.4 Your dealings with others. Any dealings you have with third parties identified or referenced on the Website, including any provider you compare with us, are solely between you and that third party. We are not responsible for any loss or claim arising from those dealings.

10. Communications

10.1 Electronic communications. When you contact us through the Website or by email, you consent to receive communications from us electronically, including by email to the address you provide and by posting on the Website, and you agree that electronic communications from us satisfy any legal requirement that a communication be in writing. You may withdraw this consent by ceasing to use the Website and asking us to stop contacting you, but we may still send communications required by law or needed to respond to a request you have made.

10.2 Email is not secure. Email and web forms are not secure channels. Do not send us confidential information, payment details, or credentials by these means. We are not responsible for information you choose to send to us through an insecure channel, or for any interception, loss, or alteration of it in transit.

10.3 Stopping communications. If you no longer want us to contact you about an inquiry you sent, or you no longer want to receive marketing communications from us, tell us by email at the address in Section 18 or use the unsubscribe link in any marketing email we send, and we will stop, except where we are required by law to communicate with you or need to respond to a request you have made.

10.4 Notices. Notices from you to us under these Terms must be sent by email to the address in Section 18, with a copy by mail to the postal address in Section 18 for any notice of a dispute or claim, and are effective when we receive them. Notices from us to you may be given by posting on the Website or by email to an address you have provided, and are effective when posted or sent.

10.5 Monitoring and recording. We may monitor, log, record, transcribe, and retain communications with us, including telephone and video calls where permitted by law and with any notice the law

requires, and use of the Website, for security, quality, training, record-keeping, and compliance purposes, as described in the Privacy Policy.

11. Suspension, Termination, and Changes to the Website

11.1 Our rights. We may, at any time and without notice or liability to you, restrict, suspend, or terminate your access to all or part of the Website; block addresses, networks, or devices; decline, discard, or delete Submissions; and refuse to respond to inquiries. We may do so for any reason or no reason, including if we believe you have violated these Terms or the law, pose a risk to the Website or to others, or have submitted information we cannot accept.

11.2 Changes to the Website. We may change, suspend, or discontinue the Website or any Content, feature, page, or form at any time without notice. We may also impose limits on the use of the Website or restrict access to parts of it.

11.3 Effect. Your only remedy for any dissatisfaction with the Website, its Content, or any action we take under this Section is to stop using the Website. Sections 2.2, 2.5, 3, 4, 5.3, 5.4, 6.3 through 6.5, 8, 9, 10, 11.3, 12, 13, 14, 15, 17, and 18, and any other provision that by its nature should survive, survive any termination of your access or of these Terms.

12. Disclaimer of Warranties

12.1 As is and as available. THE WEBSITE AND THE CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

12.2 No warranty about the Website. We do not warrant that the Website will be available, uninterrupted, timely, secure, or free of errors, viruses, or other harmful components; that defects will be corrected; that the Website will work with your browser, device, or network; or that any Submission will be received.

12.3 No warranty about Content. We do not warrant that the Content is accurate, complete, current, reliable, or suitable for your purposes. Any reliance you place on the Content is at your own risk. In particular, we do not warrant that any summary of the Nacha Operating Rules, the PCI Data Security Standard, card network rules, or any law is accurate or current, or that following it will make you or your platform compliant with anything.

12.4 No warranty about the Payment Services. Nothing on the Website is a warranty, representation, or commitment regarding the Payment Services, their availability to you, their features, their performance, settlement or funding timing, pricing, or the conduct of any network, processor, or bank.

Any warranties regarding the Payment Services are solely those stated in a signed Payment Services agreement.

12.5 Oral and informal statements. No advice or information, whether oral or written, that you obtain from us or through the Website creates any warranty not expressly stated in these Terms.

12.6 Rights that cannot be excluded. Some laws do not allow the exclusion of certain warranties. Nothing in these Terms excludes or limits any warranty that cannot be excluded or limited under the law that applies to you, and in that case the warranty is limited to the minimum scope and duration that law allows.

13. Limitation of Liability

13.1 Excluded damages. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, OUR AFFILIATES, AND OUR AND THEIR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, ASSIGNS, AND LICENSORS (TOGETHER, THE “BRAINMERCHANT PARTIES”) WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, OPPORTUNITY, GOODWILL, OR DATA, OR FOR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THE WEBSITE, THE CONTENT, YOUR SUBMISSIONS, OR THESE TERMS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR STATUTE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13.2 Specific exclusions. Without limiting Section 13.1, the BrainMerchant Parties will not be liable for any loss or damage arising from: your reliance on any Content, including any summary of payment rules, standards, or laws; errors, omissions, or inaccuracies in the Content; any decision you make about your platform or its payments based on the Content; any interruption, unavailability, delay, or failure of the Website, the contact form, or email; unauthorized access to or alteration of your Submissions or transmissions; viruses or other harmful code transmitted through the Website by any third party; any linked website or third-party service; the conduct of any other user of the Website; or the acts, omissions, rules, or decisions of any card network, the ACH Network, any processor, or any bank.

13.3 Aggregate cap. THE TOTAL LIABILITY OF THE BRAINMERCHANT PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE WEBSITE, THE CONTENT, YOUR SUBMISSIONS, OR THESE TERMS WILL NOT EXCEED ONE HUNDRED US DOLLARS (US\$100). The Website is provided free of charge, and this cap reflects that no payment is made for its use. Liability under any Payment Services agreement is governed by that agreement and not by this Section.

13.4 Exceptions. Nothing in these Terms excludes or limits liability for fraud or willful misconduct, or any other liability that cannot be excluded or limited under the law that applies to you. In those cases the BrainMerchant Parties' liability is limited to the greatest extent that law allows.

13.5 Basis of the bargain. You acknowledge that we provide the Website and the Content without charge in reliance on the disclaimers in Section 12 and the limitations in this Section 13, which allocate

risk between you and us and are an essential part of these Terms, and that we would not provide the Website without them.

13.6 Time limit for claims. To the fullest extent permitted by law, any claim or cause of action you may have arising out of or relating to the Website, the Content, your Submissions, or these Terms must be commenced within one (1) year after the claim or cause of action accrues, regardless of any longer limitations period that would otherwise apply, and is permanently barred if it is not. Where applicable law does not permit a limitations period to be shortened to one year, the shortest period that law permits applies.

13.7 Release. To the fullest extent permitted by law, you release the BrainMerchant Parties from all claims, demands, and damages of every kind, known and unknown, arising out of or relating to your use of the Website or the Content, or your dealings with any third party identified or referenced on the Website. If you are a California resident, you waive California Civil Code § 1542, which provides that a general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release and that, if known, would have materially affected his or her settlement with the debtor. You waive any similar law of any other jurisdiction.

14. Indemnification

14.1 Your indemnity. You will defend, indemnify, and hold harmless the BrainMerchant Parties from and against any claim, demand, suit, proceeding, investigation, loss, damage, liability, judgment, settlement, penalty, fine, cost, and expense (including reasonable attorneys' fees, expert fees, and the cost of enforcing this Section), whether asserted by a third party or incurred directly by a BrainMerchant Party, to the extent arising out of or relating to: (a) your access to or use of the Website or the Content; (b) your breach of these Terms; (c) your violation of any law or of the rights of any third party in connection with your use of the Website; (d) your Submissions, including any claim that a Submission infringes or misappropriates the rights of a third party or was provided without authority; or (e) your negligence, willful misconduct, or fraud.

14.2 Exclusions. Your obligations under Section 14.1 do not apply to the extent a claim results from the gross negligence or willful misconduct of a BrainMerchant Party.

14.3 Procedure. We will notify you of any claim for which we seek indemnification, although any delay in notice will not relieve you of your obligations except to the extent you are materially prejudiced by it. We may, at our option, assume exclusive control of the defense and settlement of any claim at your expense, or allow you to control the defense with counsel reasonably acceptable to us, in which case we may participate with our own counsel at our own cost. You will cooperate with us at your expense. You may not settle any claim in a way that admits fault on behalf of a BrainMerchant Party, imposes any obligation on a BrainMerchant Party, or does not fully release the BrainMerchant Parties, without our prior written consent. If you fail to assume the defense promptly when we have allowed you to do so, we may defend the claim at your expense.

14.4 Limits required by law. This Section applies to the fullest extent permitted by the law that applies to you.

15. Governing Law and Disputes

15.1 Governing law. These Terms, and any dispute or claim arising out of or relating to these Terms, the Website, or the Content, including any non-contractual dispute or claim (each, a “Dispute”), are governed by the laws of the State of Nevada and, where applicable, the federal laws of the United States, without regard to any conflict-of-laws rules that would apply the law of another jurisdiction. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of Sections 15.3 through 15.8.

15.2 Talk to us first. Before starting any arbitration or other formal proceeding against us relating to a Dispute, you agree to send us a written notice at the email and postal addresses in Section 18 describing the Dispute, your contact information, and the relief you are asking for, and to make a good-faith effort to resolve it with us for at least thirty (30) days after we receive that notice. We will make the same good-faith effort before starting any proceeding against you. Any applicable limitations period is tolled during that thirty-day period. This Section does not prevent either party from seeking urgent injunctive relief under Section 15.7.

15.3 Binding individual arbitration. Any Dispute that is not resolved under Section 15.2 will be resolved exclusively by final and binding arbitration on an individual basis, except as Sections 15.5 and 15.7 provide. The arbitration will be administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules or, if you are an individual who used the Website for personal rather than business purposes, its Consumer Arbitration Rules, in each case as modified by these Terms. The AAA rules are available at www.adr.org. If the AAA is unavailable or unwilling to administer the arbitration, the parties will select another nationally recognized arbitration provider, or a court will appoint one. The arbitration will be conducted by a single neutral arbitrator who is a retired judge or an attorney with at least ten years of experience in commercial matters. The arbitration will take place in Carson City, Nevada, unless the parties agree otherwise, except that a consumer may elect to participate by telephone or video conference or in the county where the consumer lives. The arbitrator must follow these Terms and applicable law, may award on an individual basis any relief that a court could award to the individual party, and will issue a reasoned written decision. The arbitrator has exclusive authority to resolve any Dispute about the interpretation, applicability, enforceability, or formation of these Terms, including whether a Dispute is subject to arbitration, except that a court, not the arbitrator, will decide any Dispute about the validity, scope, or enforceability of the class action waiver in Section 15.4. Payment of filing, administration, and arbitrator fees will be governed by the AAA rules, except that we will pay any fees that the AAA Consumer Arbitration Rules or applicable law require us to pay. Judgment on the award may be entered in any court of competent jurisdiction. The arbitration, including all filings, evidence, and the award, will be confidential, except as needed to enforce the award or as required by law.

15.4 Class action waiver. YOU AND WE EACH AGREE THAT ANY DISPUTE WILL BE BROUGHT AND RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. The arbitrator may not consolidate the claims of more than one person and may not preside over any form of class, collective, or representative proceeding, and may not award relief to or against anyone who is not a party to the arbitration. If this Section 15.4 is found to be unenforceable as to a particular claim or request for relief, then that claim or request for relief (and only that claim or request) will be severed from the arbitration and brought in the courts described in Section 15.7, and the remainder of the Dispute will be arbitrated; the parties agree that a court will stay any severed claim pending the outcome of the arbitration.

15.5 Small claims and opt-out. Either party may bring an individual claim in small claims court in Carson City, Nevada, or in the county where you live, if the claim qualifies and remains in that court on an individual basis. You may opt out of the agreement to arbitrate in Section 15.3 (and the related procedures in Section 15.8) by sending a written notice to the email address in Section 18 with the subject line "Arbitration Opt-Out," stating your name, address, and a clear statement that you wish to opt out of arbitration, within thirty (30) days after you first access the Website or first accept these Terms, whichever is earlier. Opting out does not affect any other provision of these Terms, including the class action waiver in Section 15.4 and the jury trial waiver in Section 15.6, and if you opt out, Section 15.7 governs where any Dispute is heard.

15.6 Jury trial waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND WE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY DISPUTE THAT IS HEARD IN COURT RATHER THAN IN ARBITRATION. Each party acknowledges that this waiver is a material inducement to the other party to enter into these Terms.

15.7 Courts, venue, and injunctive relief. Any Dispute that is not subject to arbitration, including any Dispute severed under Section 15.4, any Dispute if you have opted out under Section 15.5, and any action to compel arbitration or to confirm, enforce, modify, or vacate an arbitral award, must be brought exclusively in the state courts located in Carson City, Nevada, or the United States District Court for the District of Nevada, and you consent to the personal jurisdiction of those courts and waive any objection to venue there, including any objection based on inconvenient forum. Notwithstanding the foregoing, either party may seek temporary, preliminary, or permanent injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or the security of its systems, and we may seek such relief to enforce Sections 5 and 8, in each case without first complying with Section 15.2 or 15.3 and without waiving the right to arbitrate any other aspect of the Dispute.

15.8 Coordinated and mass filings. If twenty-five (25) or more demands for arbitration are filed against us that raise similar claims and are filed by or with the assistance of the same law firm or group of coordinated law firms or organizations, the parties agree that the demands will be resolved in a staged process under the AAA's Mass Arbitration Supplementary Rules or, if those rules do not apply, as

follows: the demands will be grouped into batches of no more than fifty (50); each batch will be assigned to a single arbitrator and will proceed as a single consolidated arbitration with one set of fees; a first set of up to twenty (20) demands selected equally by the parties will proceed first as bellwether cases; and the parties will meet and confer in good faith after the bellwether awards to attempt to resolve the remaining demands before any further batch proceeds. Any applicable limitations period and filing-fee deadline are tolled for demands that are awaiting their turn in this process. A court will have authority to enforce this Section and, if needed, to enjoin the mass filing of arbitration demands that do not comply with it.

15.9 Severability and non-waivable rights. Except as Section 15.4 provides, if any part of this Section 15 is found unenforceable, the remainder of this Section remains in effect. Nothing in this Section deprives you of any right that cannot be waived by agreement under the law of the place where you live.

16. Changes to These Terms

16.1 How we change these Terms. We may revise these Terms at any time in our sole discretion. When we do, we will post the revised Terms on the Website and update the Effective Date shown at the top of these Terms. We may, but are not required to, provide additional notice of changes, such as a notice on the home page or the contact page or an email to an address you have provided. You are responsible for reviewing these Terms each time you use the Website.

16.2 When changes apply. Revised Terms apply to your use of the Website from the moment they are posted. They do not apply retroactively, and they do not change the terms that governed any Dispute for which notice was given under Section 15.2 before they were posted. If you continue to use the Website after revised Terms are posted, you agree to the revised Terms. Where we ask you to confirm your agreement before taking an action on the Website, your confirmation is agreement to the version then posted.

16.3 Your choice. If you do not agree to a revised version of these Terms, your only remedy is to stop using the Website.

17. General Provisions

17.1 Entire agreement. These Terms are the entire agreement between you and us about your use of the Website and the Content, and they replace any earlier terms, notices, or statements about the Website. They do not replace or modify any Payment Services agreement or other written agreement signed by us, and they do not incorporate any other document except where these Terms expressly say so.

17.2 Severability. If any provision of these Terms is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, or reformed to the minimum extent needed to make it enforceable, and the remaining provisions will remain in full force. If a provision is invalid or unenforceable only as applied to a particular person or circumstance, it remains in force as applied to others.

17.3 No waiver. Our failure or delay in exercising any right or enforcing any provision of these Terms is not a waiver of that right or provision. Any waiver must be in writing and signed by us, and applies only to the specific instance for which it is given.

17.4 Assignment. You may not assign or transfer these Terms or any rights under them without our prior written consent, and any attempt to do so is void. We may assign or transfer these Terms, in whole or in part, without your consent, including to an affiliate or to a successor in connection with a merger, acquisition, reorganization, or sale of assets.

17.5 Third-party beneficiaries. The BrainMerchant Parties are intended beneficiaries of Sections 12, 13, 14, and 15 and may enforce them. Otherwise, these Terms create no rights in any third party.

17.6 Events beyond our control. We are not responsible for any failure or delay in the operation of the Website caused by events beyond our reasonable control, including failures of hosting, network, or email providers, internet disruptions, denial-of-service or other cyberattacks, power failures, labor disputes, governmental action, epidemics, natural disasters, or similar events.

17.7 Interpretation. Headings are for convenience only and do not affect interpretation. “Including” means “including without limitation.” These Terms will not be construed against either party as the drafter. These Terms are written in English, and any translation is for convenience only; the English version controls.

17.8 Electronic form. These Terms and any notices under them may be made and kept in electronic form. A printed or stored copy of these Terms, and any record of your agreement to them, is admissible to the same extent as a signed paper original, and you waive any right to challenge the validity or enforceability of these Terms on the ground that they were formed or recorded electronically.

17.9 Export and sanctions. You may not use the Website in violation of United States export control or economic sanctions laws, and you represent that you are not a person or entity with whom United States persons are prohibited from dealing under those laws, and are not located in a country or territory that is the subject of comprehensive United States sanctions.

17.10 Attorneys’ fees. In any arbitration or action arising out of or relating to these Terms, the Website, or the Content, the prevailing party is entitled to recover its reasonable attorneys’ fees, costs, and expenses in addition to any other relief. Without limiting that right, you will reimburse us for all reasonable attorneys’ fees, costs, and expenses we incur in enforcing Sections 5, 6, 8, or 14 against you, and in responding to any subpoena, legal process, or government request relating to your use of the Website.

17.11 Remedies cumulative. Our rights and remedies under these Terms are cumulative and in addition to any other rights and remedies available to us at law or in equity.

18. Contact Information

Questions about these Terms, notices under them, copyright complaints under Section 8.5, dispute notices under Section 15.2, and arbitration opt-out notices under Section 15.5 should be sent to:

My Happy IT Inc., doing business as BrainMerchant

Attention: Legal Notices

Email: info@brainmerchant.com

Contact form: <https://brainmerchant.com/contact/>

Postal address: 1805 N Carson Street, Suite X-120, Carson City, Nevada 89701

Website: <https://brainmerchant.com>

Please include “Website Terms” in the subject line of any email sent under these Terms. Do not include card numbers, bank account or routing numbers, or credentials in any message.