

Rezidual A.I. Terms and Conditions

Effective Date: 9/1/2026

1. Acceptance of Terms

These Terms and Conditions ("Terms") form a binding agreement between you (and, if applicable, the ISO, individual Agent or business entity on whose behalf you act) ("you" or "your") and Arkipelago, LLC, d/b/a Rezidual A.I. ("Arkipelago," "Rezidual A.I.," "we," "us," or "our") governing your access to and use of the Rezidual A.I. residual and commission analytics platform (the "Service"). By creating an account, subscribing to, or otherwise using the Service, you agree to be bound by these Terms and by our Privacy Policy, which is incorporated by reference. If you do not agree, do not use the Service.

2. Eligibility

The Service is intended for independent sales agents (1099 contractors) and independent sales organizations ("ISOs") operating in the credit card and payments processing industry. By using the Service, you represent that: (a) you are at least 18 years old; (b) you have the authority to enter into these Terms individually or on behalf of the business you represent; and (c) your use of the Service complies with all applicable laws and any agreements you have with payment processors, ISOs, or sponsoring banks.

3. Account Registration and Security

You must provide accurate, current, and complete information when creating an account and keep that information up to date. You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. Notify us promptly at support@rezidual.ai of any unauthorized use.

4. Subscription, Fees, and Billing

The Service is offered on a paid subscription basis. Fees are billed in advance and, except as required by law or stated otherwise, are non-refundable. Subscriptions automatically renew for successive terms equal to the initial term unless you cancel before the renewal date. We may change our fees on a prospective basis with at least 15 days advance notice; continued use after a fee change takes effect constitutes acceptance of the new fee. You are responsible for any taxes associated with your subscription, other than taxes on our net income. We may suspend or terminate access for non-payment after notice and a reasonable opportunity to cure.

5. License to Use the Service

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your internal business purposes as an agent or ISO in the payments industry. You may not: (a) resell, sublicense, or provide access to the Service to any third party without our consent; (b) reverse engineer, decompile, or attempt to derive the source code or underlying methodology of the Service; (c) use automated means to scrape or extract data from the Service; (d) use the Service to build a competing product; or (e) remove or alter any proprietary notices.

6. Acceptable Use

You agree not to use the Service to: (a) upload data you do not have the right to share, including merchant or cardholder data you are not authorized to disclose; (b) violate any applicable law, including payments-industry rules, card network rules, or data protection laws; (c) misrepresent commission, residual, or merchant data, or use the Service's outputs to defraud any party; (d) introduce malware or interfere with the Service's operation; or (e) infringe the intellectual property or privacy rights of others.

7. User Content and Data Inputs

You retain ownership of the data, statements, and files you upload or input into the Service (collectively, "User Content"). You grant us a limited license to use, process, store, and transmit your User Content — including through the processor integrations described in Section 9 — solely to provide and improve the Service to you. You represent that you have all rights necessary to submit your User Content and that doing so does not violate any confidentiality obligation you owe to a merchant, ISO, processor, or other third party.

8. Automated Outputs; No Professional Advice

The Service uses automated, algorithmic, and/or AI-assisted tools — including data retrieved through the processor integrations described in Section 9 — to generate calculations, analytics, and other outputs ("Outputs"). Outputs are provided for informational and convenience purposes only. Outputs may contain errors and should not be treated as a substitute for your official residual/commission statements from your processor, ISO, or sponsoring bank, nor as financial, tax, accounting, or legal advice. You are solely responsible for independently verifying any Output before relying on it for business, compensation, or reporting decisions. We do not guarantee the accuracy, completeness, or timeliness of any Output.

9. Processor Integrations and Connected Accounts

To generate reports and Outputs, the Service may connect to third-party payment processing and reporting platforms — including but not limited to, without limitation, Fiserv, Global Payments, WorldPay, Maverick, and IRIS NMI — using credentials, API keys, or authorizations you provide or approve ("Connected Accounts"). By connecting a Connected Account, you represent and warrant that you are authorized to grant us access to that account, and that doing so does not violate any agreement you have with the applicable processor, ISO, or sponsoring bank.

We use access to Connected Accounts solely to retrieve the data necessary to generate your reports and Outputs, and not for any other purpose. You are responsible for the scope of access you grant and may revoke a Connected Account's access at any time through [Insert revocation method, e.g., account settings] or by contacting support@rezidual.ai. We are not responsible for the accuracy, completeness, availability, or security practices of any third-party processor platform, and we do not guarantee that any integration will remain available if a processor changes or restricts its own access policies.

10. Intellectual Property

The Service, including its software, design, analytics methodology, and all related intellectual property, is owned by Arkipelago or its licensors and is protected by intellectual property laws. Except for the limited license granted in Section 5, these Terms do not grant you any rights to our intellectual property, trademarks, or branding.

11. Confidentiality

Each party agrees to protect the other's confidential information (including, on your side, your business and commission data, and on our side, our platform methodology and non-public business information) with the same degree of care it uses for its own confidential information, and not less than reasonable care, and to use such information only as necessary to perform under these Terms.

12. Term and Termination

These Terms remain in effect while you maintain an active account. You may cancel your subscription at any time in accordance with Section 4. We may suspend or terminate your access for breach of these Terms, non-payment, or if we reasonably believe your use poses a security, legal, or business risk, with notice where practicable. Upon termination, your right to use the Service ends; sections that by their nature should survive (including Sections 8 through 16) will survive termination.

13. Disclaimer of Warranties

THE SERVICE AND ALL OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ANY OUTPUT WILL BE ACCURATE.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARKIPELAGO, LLC AND ITS OFFICERS, EMPLOYEES, AND AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, OR DATA, ARISING FROM YOUR USE OF THE SERVICE. OUR TOTAL LIABILITY FOR ANY CLAIM ARISING FROM THESE TERMS OR THE SERVICE WILL NOT EXCEED THE AMOUNT YOU PAID TO US FOR THE SERVICE IN THE [12] MONTHS PRECEDING THE CLAIM.

15. Indemnification

You agree to indemnify and hold harmless Arkipelago from any claims, damages, or expenses (including reasonable attorneys' fees) arising from your breach of these Terms, your User Content, your Connected Accounts, or your violation of any law or third-party right.

16. Dispute Resolution; Governing Law

These Terms are governed by the laws of the State of Tennessee, without regard to conflict-of-laws principles.

Any dispute, claim, or controversy arising out of or relating to these Terms or the Service will be resolved through binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, seated in Nashville, Davidson County, Tennessee, rather than in court — except that either party may (a) bring an individual action in small claims court, or (b) seek injunctive or other equitable relief in a court of competent jurisdiction to protect its intellectual property or confidential information. YOU AND

ARKIPELAGO, LLC EACH WAIVE THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.

17. Modifications to These Terms

We may update these Terms from time to time. If we make material changes, we will notify you (e.g., by email or in-app notice) before they take effect. Continued use of the Service after the effective date of the revised Terms constitutes acceptance.

18. Miscellaneous

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Arkipelago regarding the Service. If any provision is found unenforceable, the remaining provisions will remain in effect. Our failure to enforce any provision is not a waiver of our right to do so later. You may not assign these Terms without our written consent; we may assign these Terms in connection with a merger, acquisition, or sale of assets.

19. Contact Us

Questions about these Terms can be directed to:

Arkipelago, LLC, d/b/a Rezidual A.I.

120 Donelson Pike, Ste 202

Nashville, TN 37214

support@rezidual.ai