Binto Commerce Terms and Conditions

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Issuer: Binto LLC
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Notice email: admin@binto.ai

These Terms and Conditions ("Terms") govern access to and use of Binto Commerce ("Binto Commerce," the "Platform," "Binto," "we," "us," or "our").

By creating an account, creating a Commerce organization, accessing or using Binto Commerce, issuing an invoice, requesting or accepting payment, or otherwise using the Platform, you agree to these Terms.

1. Binto Is a Technology Platform

Binto Commerce provides software that enables businesses to create and manage invoices, request and accept payment from businesses and from individuals (including professionals), track payment activity, and use related billing and payment-management functionality.

Binto is not the merchant of record for transactions conducted through Binto Commerce.

The business issuing an invoice or accepting payment through Binto Commerce ("Merchant") is the merchant of record for the underlying transaction.

Binto does not sell, supply, manufacture, deliver, inspect, warrant, or guarantee the goods or services represented by an invoice or transaction.

Binto is not a buyer, seller, reseller, broker, collection agency, financial adviser, or party to the underlying commercial transaction between a Merchant and its customer.

2. Merchant of Record

The Merchant is solely responsible for its transactions with its customers, including:

- Goods or services sold or provided.
- Accuracy of invoices.
- Pricing and payment terms.
- Delivery and fulfillment.
- Customer service.
- Refunds and cancellations.
- Taxes.
- Regulatory compliance.
- Representations made to customers.
- Resolving disputes with customers.
- Compliance with consumer-protection, advertising, refund, cancellation, cooling-off, and disclosure laws when the Merchant invoices an individual.

Use of Binto Commerce does not transfer any of these responsibilities to Binto. Binto does not classify a payer as a consumer or a business. That determination remains the Merchant's.

3. Payment Processing

Payment-processing services available through Binto Commerce are provided through third-party payment processors, including Stripe and potentially other payment providers.

Merchants may be required to establish and maintain a connected payment account and agree to the applicable payment processor's terms, policies, verification requirements, fees, and prohibited-business requirements.

Binto facilitates access to payment functionality but does not guarantee that any payment will be authorized, completed, settled, deposited, or successfully collected.

Banks, payment processors, payment networks, and other financial institutions may reject, delay, reverse, hold, or otherwise affect transactions for reasons outside Binto's control.

4. Merchant and Stripe Payment Responsibilities

The Merchant is responsible for administering transactions conducted through its connected payment account, including, as applicable:

- Refunds.
- Chargebacks.
- Payment disputes.
- ACH returns.
- Reversals.
- Insufficient funds.
- Unauthorized transactions.
- Stripe processing and dispute fees.
- Network assessments or penalties.
- Negative balances.
- Other transaction-related liabilities.

For connected accounts configured for Stripe Managed Risk, Stripe manages qualifying payment risk and assumes qualifying connected-account loss liability under Stripe's applicable terms. This allocation does not make Binto the merchant of record, guarantor, or insurer of a Merchant's transactions, and does not transfer the Merchant's customer, refund, dispute-response, compliance, or prohibited-activity obligations to Binto.

The Merchant is responsible for maintaining its Stripe account, responding to Stripe requirements, and complying with all applicable Stripe terms. Stripe may debit, reserve, hold, recover, restrict, or otherwise manage the Merchant's account as permitted by those terms.

5. Amounts Outside Stripe Managed Risk

Ordinary disputes, ACH returns, and negative balances handled under Stripe Managed Risk do not create a separate automatic reimbursement invoice owed to Binto.

This does not excuse amounts a Merchant separately owes Binto under an accepted Binto fee agreement, or losses, fines, penalties, or costs caused by the Merchant's fraud, unlawful conduct, breach of these Terms, or activity excluded from Stripe Managed Risk. Any such claim must be supported by the applicable agreement and law; it is not inferred merely from a Stripe negative balance.

This obligation survives suspension or termination of the Merchant's Binto account.

6. Refunds

The Merchant is responsible for establishing and communicating its refund and cancellation policies and for handling refund requests from its customers.

Binto does not independently determine whether a customer is entitled to a refund and does not guarantee refunds on behalf of Merchants.

The Merchant is responsible for funding refunds associated with its transactions.

Any disagreement concerning a refund relating to underlying goods or services is between the Merchant and its customer.

7. Disputes and Chargebacks

The Merchant is responsible for responding to and resolving payment disputes and chargebacks relating to its transactions.

The Merchant must provide documentation or other information requested by the applicable payment processor within required deadlines.

A customer's decision to dispute a transaction does not create liability for Binto for the underlying transaction.

Any disagreement regarding the quality, quantity, delivery, pricing, condition, legality, suitability, or performance of goods or services remains between the Merchant and its customer.

8. Non-Payment

Binto does not guarantee payment or collection of any invoice.

Creating or sending an invoice through Binto Commerce does not guarantee that the recipient will pay it.

Unless expressly offered as a separate service, Binto is not a collection agency and has no obligation to pursue unpaid invoices or debts on behalf of Merchants.

The Merchant remains responsible for collecting amounts owed by its customers.

9. Customer Responsibility

Customers making payments through Binto Commerce, whether businesses or individuals, are responsible for reviewing invoices before submitting payment.

Payment through Binto Commerce does not constitute an endorsement, verification, warranty, or guarantee by Binto concerning:

- The Merchant.
- The invoice.
- The transaction.
- Goods or services purchased.
- Delivery or fulfillment.
- Pricing.
- Quality or suitability.

Questions or disputes concerning an underlying purchase should be directed to the Merchant.

A customer paying an invoice through Binto Commerce is not a Merchant and is not required to accept these

Terms as if the customer were opening a Commerce organization. The customer-facing instrument is the Customer Payment Notice presented on the invoice payment page, together with any electronic-records consent given there.

The Customer Payment Notice, not these Merchant Terms, is the agreement Binto offers to the payer for that payment. These Terms remain the Merchant's platform contract.

10. Fees

Binto may charge subscription, platform, transaction, service, or other fees for use of Binto Commerce.

Third-party payment-processing fees may also apply.

Applicable Binto fees will be disclosed through the Platform, pricing page, agreement, or other applicable communication.

Binto may modify its pricing from time to time in accordance with these Terms and applicable law.

Except where required by law or expressly stated otherwise, Binto platform fees are non-refundable once incurred. Stripe processing, dispute, network, and related fees are charged to the Merchant under Stripe's terms and are separate from Binto platform fees.

11. Taxes

Merchants are solely responsible for determining whether taxes apply to their transactions and for calculating, collecting, reporting, withholding, and remitting applicable taxes.

This may include sales, use, excise, income, withholding, or other taxes.

Binto does not provide legal, accounting, or tax advice.

12. Accurate Information

Users must provide accurate, complete, and current information when using Binto Commerce.

Merchants are responsible for ensuring that invoices, customer information, amounts, payment terms, descriptions, tax information, and other transaction information they enter into Binto are accurate.

Binto is not responsible for losses resulting from incorrect information entered or provided by a user.

13. Prohibited Activities

Binto Commerce may not be used for unlawful, fraudulent, deceptive, abusive, or unauthorized activity.

Prohibited activities include:

• Fraudulent transactions.
• Money laundering.
• Illegal goods or services.
• Unauthorized use of payment information.
• Transactions intended to circumvent payment-network requirements.
• Misrepresentation of goods or services.
• Activities prohibited by Binto's payment processors.

• Any activity violating applicable laws or regulations.

Binto may investigate suspected prohibited activity and may suspend or terminate access where reasonably necessary to protect Binto, its users, payment partners, or other parties.

14. Account Security

Users are responsible for protecting their login credentials and maintaining the security of their Binto accounts.

Users are responsible for activity conducted through their accounts except to the extent otherwise required by applicable law.

Users must promptly notify Binto if they believe their account has been compromised or used without authorization.

15. Third-Party Services

Binto Commerce relies on third-party providers, including payment processors, banks, financial institutions, hosting providers, communication providers, and other technology services.

Binto does not control these third parties.

To the maximum extent permitted by law, Binto is not responsible for delays, outages, holds, declines, restrictions, account closures, processing errors, or other actions or omissions of third-party providers.

Use of third-party services may also be subject to separate terms between the user and the applicable provider.

16. Suspension and Termination

Binto may suspend, restrict, or terminate access to Binto Commerce when reasonably necessary because of:

• Violation of these Terms.
• Suspected fraud.
• Illegal or prohibited activity.
• Security concerns.
• A security or reconciliation risk requiring Platform intervention.
• Requirements imposed by a payment processor or financial institution.
• Legal or regulatory requirements.
• Failure to pay amounts owed to Binto.

An ordinary dispute, ACH return, or negative balance recorded while Stripe Managed Risk applies does not by itself create an automatic Binto suspension. Stripe may independently restrict a connected account or capability, and Binto may enforce that resulting technical restriction or impose an explicit Admin hold where another listed ground applies.

Suspension or termination does not eliminate obligations arising from transactions conducted before suspension or termination, including accepted Binto platform fees and the Merchant's customer, refund, dispute-response, and compliance duties.

17. No Warranty

To the maximum extent permitted by applicable law, Binto Commerce is provided "as is" and "as available."

Binto does not warrant that the Platform will always be available, uninterrupted, error-free, secure, or suitable for every business purpose.

Binto does not guarantee:

• Successful payment collection.
• Payment authorization.
• Settlement timing.
• Customer payment.
• Prevention of fraud.
• Resolution of disputes.
• Business outcomes.
• Performance of any Merchant or customer.

18. Limitation of Liability

To the maximum extent permitted by applicable law, Binto and its affiliates, officers, directors, employees, contractors, and agents will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, including lost profits, lost revenue, loss of business opportunity, loss of data, or business interruption.

Without limiting the foregoing, Binto will not be responsible for losses arising from:

• Customer non-payment.
• Merchant/customer disputes.
• Refunds.
• Chargebacks.
• ACH returns.
• Payment reversals.
• Negative balances.
• Fraud by a user or third party.
• Goods or services sold by a Merchant.
• Delivery or non-delivery of goods or services.
• Incorrect invoice or payment information entered by a user.
• Actions or decisions of banks, payment processors, or payment networks.
• Third-party service interruptions.

To the maximum extent permitted by applicable law, Binto's total aggregate liability arising from or relating to Binto Commerce will not exceed the greater of $100 or the Binto platform fees actually paid by the applicable user during the three months immediately preceding the event giving rise to the claim.

Nothing in these Terms excludes liability that cannot legally be excluded or limited.

19. Indemnification

To the maximum extent permitted by applicable law, the Merchant agrees to defend, indemnify, and hold harmless Binto and its affiliates, officers, directors, employees, contractors, and agents from claims, demands, damages, losses, liabilities, penalties, costs, and expenses, including reasonable attorneys' fees, arising from or relating to:

• The Merchant's goods or services.
• Transactions with customers.
• Invoices issued through Binto Commerce.

• Customer claims, refunds, disputes, chargebacks, returns, or reversals arising from the Merchant's goods, services, representations, or legal obligations, except to the extent a loss is expressly assumed by Stripe under Stripe Managed Risk.
• Fraud or misconduct by the Merchant.
• Customer claims relating to the Merchant.
• Violation of applicable laws or regulations.
• Violation of these Terms.
• Infringement or violation of third-party rights.

20. No Agency or Fiduciary Relationship

Use of Binto Commerce does not create a partnership, joint venture, employment, fiduciary, franchise, or agency relationship between Binto and a Merchant.

The Merchant operates its business independently and remains responsible for its own customers, transactions, products, and services.

21. Changes to Binto Commerce

Binto may add, modify, suspend, or discontinue features of Binto Commerce.

Binto may also modify pricing and these Terms from time to time.

Material changes will be communicated as required by applicable law.

Continued use of Binto Commerce after updated Terms become effective constitutes acceptance of those Terms to the extent permitted by law.

22. Governing Law and Dispute Resolution

These Terms will be governed by the laws of Missouri, without regard to conflict-of-law principles.

23. Privacy and Data

Use of Binto Commerce is also subject to Binto's Privacy Policy and any applicable data-processing terms.

Payment information may be collected, transmitted, stored, or processed by third-party payment providers according to their own privacy and security practices.

24. Entire Agreement and Severability

These Terms, together with any additional terms, policies, or agreements expressly incorporated by reference, constitute the agreement governing use of Binto Commerce.

If a Merchant has also accepted the Binto Commerce Payment Terms, those Payment Terms govern online-payment enablement, Binto online-payment fees, Stripe connected-account configuration, and related payment-risk allocation. These Terms continue to govern general Platform use. If there is a conflict on a subject covered by both, the Binto Commerce Payment Terms control for that subject.

If any provision is determined to be unenforceable, the remaining provisions will remain in effect to the maximum extent permitted by law.

Failure by Binto to enforce a provision does not constitute a waiver of that provision.

25. Contact Information

Questions regarding these Terms may be directed to:

Binto LLC
6715 Raytown Rd, Raytown, MO 64133
admin@binto.ai

Important Payment Notice

Binto Commerce is a technology platform that facilitates invoicing and payments by businesses and by individuals. The business accepting payment is the merchant of record and remains responsible for its customers, goods and services, refunds, dispute responses, consumer-law compliance, and other transaction-related obligations. For eligible connected accounts, Stripe manages qualifying payment risk and loss liability under Stripe's terms. Binto is not the merchant of record and is not a party to the underlying transaction.