CUSTOMER SERVICE AGREEMENT

Atlantic Xchange LLC is a Michigan-based licensed money transmitter dedicated to helping individuals send funds safely and efficiently to family and loved ones around the world. This Customer Service Agreement ("Agreement") sets out the rights and responsibilities of both "you" and "Atlantic Xchange LLC" when you use our international money transfer services. Please take a moment to read through it, understanding these terms helps ensure a smooth experience for everyone.

By opening an account with us or initiating a transfer, you confirm that you have read, understood, and agreed to be bound by the terms of this Agreement. If you do not agree, please do not use our services.

Questions? Reach us at:

- Phone: 1-888-444-3962
- Email: customerservice@atlanticxchange.com
- Website: www.atlanticxchange.com
- Mail: Atlantic Xchange LLC, 5846 Schaefer Rd Dearborn MI 48126

1. WHO WE ARE

Atlantic Xchange LLC is a limited liability company headquartered in the State of Michigan, USA. We are a licensed money services business (MSB) registered with the Financial Crimes Enforcement Network (FinCEN) and hold money transmission licenses in the states where we operate. A full list of our state licenses is available at www.atlanticxchange.com/licenses.

2. OPENING YOUR ACCOUNT

2.1 Who Can Open an Account

To open an Atlantic Xchange account, you must:

- Be at least 18 years of age;
- Be a resident of the United States;
- Have a valid government-issued photo ID;
- Provide a current U.S. address, phone number, and email address; and
- Not be prohibited from using financial services under U.S. law.

Accounts are for individual, personal use only. One person may hold only one account. We do not permit shared, joint, or business accounts under this Agreement. If you wish to send funds for business purposes, please contact us separately.

2.2 Information We Collect

Federal law requires us to verify the identity of every customer before processing transfers. When you register, we will ask for your full legal name, date of birth, residential address, Social Security Number or Individual Taxpayer Identification Number, and a copy of a valid government-issued ID. This is a standard legal requirement and not a reflection of distrust toward any individual customer.

We may also verify your identity against third-party databases. By creating an account, you authorize us to perform these checks.

2.3 Keeping Your Account Secure

You are responsible for keeping your login credentials confidential. Do not share your password, PIN, or account access with anyone. If you believe your account has been accessed without your permission, contact us immediately. Atlantic Xchange will never contact you to ask for your password.

3. SENDING MONEY

3.1 How Transfers Work

Once your account is active, you can initiate an international money transfer through our website or mobile app. You will provide the recipient's name, country, and payment details, along with your payment method. Before confirming, we will show you the transfer amount, exchange rate (if applicable), service fee, and estimated delivery timeframe. You must review and confirm all details before submitting.

3.2 Your Responsibility for Accuracy

You are solely responsible for ensuring that all information you enter including the recipient's name, account number, and country is accurate. Atlantic Xchange is not liable for funds sent to the wrong recipient due to errors in the information you provided. If you realize you have made an error, contact us immediately, as we may be able to stop or redirect the transfer before it is completed.

3.3 Transfer Limits

Transfer limits apply on a per-transaction and cumulative basis. These limits are set in accordance with our compliance obligations and may vary depending on your account history, verification level, and destination country. Current limits are displayed in your account dashboard. We reserve the right to adjust limits at any time.

3.4 Acceptable Use

Our money transfer service is intended for personal transactions sending money to family members, supporting loved ones abroad, or similar personal purposes. You agree that you will not use our service to:

- Fund illegal activities or organizations;
- Launder money or structure transactions to avoid reporting requirements;
- Send funds on behalf of another person.
- Transfer funds to individuals or entities on U.S. government sanctions lists;
- Pay for goods or services where doing so violates applicable law; or
- Circumvent any controls or restrictions imposed by Atlantic Xchange or applicable law.

4. FEES AND EXCHANGE RATES

4.1 Service Fees

A service fee applies to each transfer. The exact fee will be clearly shown to you before you confirm your transaction. Fees vary based on the destination country, transfer amount, and payment method selected. Service fees are non-refundable once a transfer has been completed.

4.2 Exchange Rates

When your transfer involves a currency conversion, we apply an exchange rate that includes our margin. This means the rate we offer may differ from the mid-market rate. The rate that applies to your transaction will be displayed before you confirm. Rates are subject to market fluctuation and may change between the time you receive a quote and the time you submit your transfer.

4.3 Third-Party Charges

In some cases, recipient banks or third-party payment networks may deduct fees from the transferred amount before it reaches the recipient. Atlantic Xchange has no control over and is not responsible for these charges. We recommend checking with the recipient's bank if full delivery of the exact transfer amount is important.

5. COMPLIANCE WITH U.S. LAW

5.1 Our Legal Obligations

As a licensed money services business, Atlantic Xchange operates under strict federal and state regulatory requirements, including the Bank Secrecy Act (BSA), anti-money laundering (AML) laws, counter-terrorism financing (CTF) regulations, and the rules of the Office of Foreign Assets Control (OFAC). We take these obligations seriously, and compliance is non-negotiable.

5.2 Transaction Monitoring

All transfers are subject to automated and manual compliance review. We monitor transactions for indicators of suspicious activity, sanctions violations, and regulatory red flags.

5.3 Requests for Documentation

For certain transfers, particularly those involving large amounts, high-risk destinations, or unusual patterns we may ask you to provide supporting documentation. This could include relationship with the recipient, the purpose of the transfer, or the source of the funds. Providing a clear and verifiable explanation is essential. A stated purpose that is inconsistent with the transfer amount, destination, or your account history may result in the transaction being placed on hold or declined.

5.4 Sanctions Compliance

We are required by law to screen all transactions against U.S. and international sanctions lists, including the OFAC Specially Designated Nationals (SDN) list. Transfers involving sanctioned individuals, entities, or jurisdictions will be blocked regardless of the stated purpose or the legitimacy of the underlying funds. Certain countries are subject to comprehensive sanctions programs that prohibit virtually all financial transactions, and no documentation or explanation can override these restrictions.

5.5 Suspicious Activity Reporting

Where required by law, Atlantic Xchange will file Suspicious Activity Reports (SARs) with the appropriate federal authorities. We are legally prohibited from disclosing to any customer or third party whether a SAR has been or may be filed. Filing a SAR does not constitute a finding of wrongdoing it is a legal compliance obligation.

6. WHEN WE MAY DECLINE OR DELAY A TRANSFER

There are circumstances in which Atlantic Xchange may place a hold on, delay, or decline a transfer entirely. These include, but are not limited to:

- The stated purpose of the transfer does not align with the amount, destination, or your account profile;
- Requested documentation has not been provided or cannot be verified;
- The recipient or destination country appears on a sanctions or restricted list;
- The transaction shows characteristics consistent with fraud, structuring, or money laundering;
- We have reason to believe the transfer may cause harm to you or a third party; or
- We are required to do so by law, regulation, or court order.

Where possible, we will notify you if a transfer is delayed or declined and provide guidance on next steps. However, in certain regulatory situations we may be restricted from sharing the specific reason for our decision.

7. CANCELLATIONS AND REFUNDS

7.1 Cancellation Window

You may request cancellation of a transfer at any time before it has been completed meaning before the funds have been deposited into the recipient's account or collected by the recipient in cash. To request a cancellation, contact us as soon as possible through any of the channels listed on the first page of this Agreement.

7.2 Refund Process

If your cancellation request is received before the transfer is completed, we will refund the full transfer amount and any service fees to your original payment method. Refunds are processed in U.S. dollars and will not be adjusted for exchange rate movements between the time of transfer and the time of refund.

7.3 Uncollected Transfers

If a transfer is sent for cash pickup and the recipient does not collect the funds within 60 days, the transfer will be canceled and the amount refunded to you, less any applicable fees, to the extent permitted by law.

7.4 Error Resolution

If you believe an error has occurred with your transfer such as a duplicate charge, an incorrect amount deducted, or funds not received by the recipient you must notify us within 180 days of the transaction date. We will investigate promptly and, where an error is confirmed, take corrective action in accordance with applicable federal regulations.

8. YOUR PRIVACY

Protecting your personal information is important to us. We collect and use your data only as necessary to provide our services and comply with legal obligations. We do not sell your personal information to third parties for marketing purposes. Our full Privacy Notice, available at www.atlanticxchange.com/privacy, explains in detail what we collect, how we use it, and your rights as a customer.

By using our services, you consent to the collection and use of your information as described in our Privacy Notice, which forms part of this Agreement.

9. ACCOUNT SUSPENSION AND TERMINATION

9.1 Your Right to Close Your Account

You may close your Atlantic Xchange account at any time by contacting our customer service team. Closing your account does not relieve you of any obligations incurred prior to closure, including outstanding fees or amounts owed.

9.2 Our Right to Suspend or Close Accounts

Atlantic Xchange reserves the right to suspend, restrict, or permanently close your account if:

- You have violated any term of this Agreement;
- We are required to do so by law or regulatory directive;
- Your account shows signs of fraudulent, suspicious, or unlawful activity;
- You provide false or misleading information at any point; or
- Continued operation of your account poses a risk to Atlantic Xchange, other customers, or the public.

Where permitted by law, we will notify you before or at the time of suspension or closure. In cases involving suspected fraud or regulatory concerns, we may act without prior notice.

10. LIMITATION OF LIABILITY

Atlantic Xchange is committed to delivering a reliable and compliant service. However, we are not liable for losses that result from circumstances outside our control, including network outages, regulatory actions, third-party failures, or events of force majeure such as natural disasters, civil unrest, or war.

To the fullest extent permitted by applicable law, our total liability to you for any claim arising under this Agreement shall not exceed the amount of the service fee paid for the specific transaction giving rise to the claim, in addition to a refund of the transfer amount where applicable.

Nothing in this Agreement limits our liability where such limitation is prohibited by law, including under the Electronic Fund Transfer Act (EFTA) and Regulation E.

11. RESOLVING DISPUTES

11.1 Talk to Us First

If you have a concern or complaint, we encourage you to contact our customer service team first. Most issues can be resolved quickly through direct communication. We are committed to treating every customer fairly and responding to concerns in a timely manner.

11.2 Formal Complaint Process

If your concern is not resolved to your satisfaction through our customer service team, you may submit a formal complaint in writing to: Atlantic Xchange LLC, Attn: Compliance Department, 5846 Schaefer Rd Dearborn MI 48126. We will acknowledge your complaint within 5 business days and provide a substantive response within 30 days.

11.3 State Regulatory Authorities

You also have the right to contact the Michigan Department of Insurance and Financial Services (DIFS) or the money transmitter licensing authority in your state of residence if you believe we have violated applicable law. Contact information for state regulators is available at www.atlanticxchange.com/regulatory.

11.4 Binding Arbitration

If a dispute cannot be resolved through the above channels, both you and Atlantic Xchange agree to resolve it through individual, binding arbitration rather than through the courts. Arbitration will be conducted by a neutral third-party arbitrator under the rules of the American Arbitration Association (AAA). You and Atlantic Xchange each waive the right to participate in class action lawsuits or class-wide arbitration related to this Agreement.

You may opt out of this arbitration provision within 30 days of accepting this Agreement by sending written notice to our mailing address. Opting out does not affect any other term of this Agreement.

11.5 Governing Law

This Agreement is governed by the laws of the State of Michigan, without regard to conflict of law principles. Any disputes not subject to arbitration shall be brought exclusively in the state or federal courts located in Wayne County, Michigan.

12. CHANGES TO THIS AGREEMENT

We may update this Agreement from time to time as our services evolve or as required by law. When we make changes that reduce your rights or increase your obligations, we will notify you at least 30 days in advance by email or through a notice in your account. For other changes, we will post the updated Agreement on our website with the new effective date. Your continued use of our services after the effective date of any update constitutes your acceptance of the revised Agreement.

13. GENERAL TERMS

Entire Agreement. This Agreement, together with our Privacy Notice and any product-specific terms, constitutes the complete agreement between you and Atlantic Xchange LLC regarding your use of our services.

Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions will continue in full force and effect.

No Waiver. Our failure to enforce any provision of this Agreement on one occasion does not waive our right to enforce it in the future.

Language. This Agreement is written in English, which shall be the controlling language in the event of any dispute or interpretation issue.

14. PAYMENT AUTHORIZATION AND PROCESSING

14.1 Bank Account (ACH) Authorization

When you choose to fund a transfer using your bank account, you authorize Atlantic Xchange LLC to initiate ACH debit entries from that account in the amount of the transfer plus any applicable service fees, in accordance with the payment instructions you provide. You also authorize Atlantic Xchange to initiate ACH credit entries to your bank account for any refunds, cancellations, or returned transactions. This authorization remains in effect until you revoke it by removing your bank account from your Atlantic Xchange account or by notifying us in writing with sufficient time for us to act on your request before the next scheduled transaction.

14.2 Debit and Credit Card Authorization

When you fund a transfer using a debit or credit card, you authorize Atlantic Xchange to charge that card for the transfer amount plus any applicable service fees. You represent that you are the authorized user of the card and that the card is valid and in good standing. If your payment fails, you authorize us to re-attempt the charge one or more times, subject to applicable law. You may withdraw your card authorization at any time by removing the card from your account, though this will not reverse a charge already submitted for processing.

Please be aware that some credit card issuers may treat transfers funded by credit card as a cash advance and may apply additional interest or fees. Atlantic Xchange is not responsible for any such charges imposed by your card issuer.

14.3 NSF Fees and Chargebacks

If a transfer is funded from a bank account with insufficient funds, your bank may charge you a non-sufficient funds (NSF) fee. Atlantic Xchange is not responsible for NSF fees, chargeback fees, or other penalties imposed by your bank or card issuer. If a chargeback or payment reversal results in Atlantic Xchange incurring a fee or financial loss, we will notify you and you agree to reimburse us for the equivalent amount. Repeated chargebacks or payment failures may result in suspension or closure of your account.

15. DELIVERY TIMEFRAMES AND SERVICE COMMITMENT

Before you confirm a transfer, and in your transaction receipt, we will provide an estimated delivery date and time. These estimates are based on factors including your payment method, the destination country, recipient payout method, and the availability of our processing partners. While we make every effort to deliver funds on time, these are estimates and not guarantees. Delivery may be delayed due to circumstances outside our control, including bank processing times, national holidays, or regulatory review.

If your funds are not delivered by the date and time shown on your receipt, and the delay is due to an error on our part, you may be entitled to a refund of the service fee for that transaction. To request this refund, please contact us within 180 days of the transaction date through any of the channels listed at the beginning of this Agreement.

Atlantic Xchange is not responsible for the quality, quantity, or delivery of goods or services that a recipient purchases using funds you have sent. Using our service to pay for goods or services is done at your own risk.

16. PAYOUT PARTNERS AND RECIPIENT COLLECTION

Atlantic Xchange works with a network of local banks, financial institutions, and third-party payout agents (“Payout Partners”) in destination countries to make funds available to your recipient. While we take care in selecting and monitoring our Payout Partners, we are not responsible for their independent actions, errors, or service interruptions. Information about available Payout Partners and their locations is provided on our website and may change without notice.

For cash pickup transfers, recipients may be required to present a valid government-issued photo ID and a transaction reference number before funds are released. It is your responsibility to share the reference number with your recipient. Atlantic Xchange is not liable for funds that cannot be collected due to the recipient’s failure to present required identification or claim the transfer within the applicable collection window.

17. ELECTRONIC COMMUNICATIONS AND CONSENT

By creating an account and using our services, you consent to receiving transaction confirmations, account notices, and service-related communications from Atlantic Xchange electronically, including by email, SMS text message, and push notification. You represent that you are the owner or authorized user of the email address and mobile phone number associated with your account.

Standard message and data rates from your mobile carrier may apply to SMS communications. You may opt out of non-essential marketing messages at any time by replying STOP to any SMS from us or by updating your communication preferences in your account settings. Opting out of marketing messages will not affect your receipt of transaction-related or legally required notifications.

You are responsible for keeping your email address and phone number up to date in your account. Atlantic Xchange is not liable for missed communications resulting from outdated or inaccurate contact information on file.

18. ADDITIONAL PROHIBITED ACTIVITIES

In addition to the prohibited uses listed in Section 3.4, you agree that you will not engage in the following activities in connection with your Atlantic Xchange account:

- Use an anonymizing proxy, VPN, or any tool intended to disguise your true location or identity when accessing our services;
- Use automated tools, bots, scrapers, or scripts to access, monitor, or manipulate our website, mobile app, or services;
- Attempt to obtain a duplicate refund or reimbursement for the same transaction from Atlantic Xchange, your bank, or your card issuer simultaneously;
- Use your credit card to obtain what is effectively a cash advance through our transfer service; or
- Provide materially false, inaccurate, or misleading information at any stage of account registration, identity verification, or transaction initiation.

Engaging in any prohibited activity may result in immediate account suspension, permanent closure, reporting to regulatory or law enforcement authorities, and legal action where warranted.

19. POLICIES INCORPORATED BY REFERENCE

By accepting this Agreement, you also agree to be bound by the following policies, each of which is incorporated herein by reference and forms part of this Agreement:

- Privacy Notice describes how we collect, use, store, and share your personal information. Available at www.atlanticxchange.com/privacy.
- E-Sign Disclosure and Consent governs your consent to receive disclosures, notices, and agreements electronically. Available at www.atlanticxchange.com/esign.
- Cookie Policy explains how we use cookies and similar technologies on our website and mobile app. Available at www.atlanticxchange.com/cookies.

In the event of a conflict between any of the above policies and this Agreement, this Agreement shall control unless the policy expressly states otherwise.

20. STATE-SPECIFIC DISCLOSURES AND ADDENDUM

Atlantic Xchange LLC holds money transmitter licenses in the following states. Customers residing in these states have specific rights and protections under state law, in addition to those provided under federal law. In the event of a conflict between state-specific terms below and the general terms of this Agreement, the state-specific terms shall control for customers in that state.

Florida

Atlantic Xchange LLC is licensed by the Florida Office of Financial Regulation as a Money Transmitter. License No. FT230000296

Florida residents have the right to file a complaint with the Florida Office of Financial Regulation at: www.flofr.gov or by calling 1-850-487-9687.

If your transfer is not completed on time or in the correct amount, you are entitled to a refund of all fees paid. Atlantic Xchange will resolve all error claims within 10 business days of receiving written notice.

Refunds: If you are not satisfied with your transaction, you may request a refund within 30 days of the transaction date, subject to the conditions outlined in Section 7 of this Agreement.

Georgia

Atlantic Xchange LLC is licensed by the Georgia Department of Banking and Finance as a Money Transmitter. License No. 70331

Georgia residents may file complaints with the Georgia Department of Banking and Finance at: www.dbf.georgia.gov or by calling 1-770-986-1633.

All transfers are subject to a 30-day error resolution window. If you believe an error has occurred, notify us within 30 days of the transaction date for a full investigation.

Georgia law requires that we provide you with a written or electronic disclosure of all fees and the exchange rate applicable to your transaction before you authorize the transfer.

Illinois

Atlantic Xchange LLC is licensed by the Illinois Department of Financial and Professional Regulation (IDFPR) as a Transmitter of Money. License No. MT.0000339

Illinois residents may contact the IDFPR with complaints at: www.idfpr.illinois.gov or by calling 1-888-473-4858.

Under the Illinois Transmitters of Money Act, you have the right to receive a written receipt for every transaction, including the transfer amount, fees, exchange rate, and expected delivery date.

If we are unable to complete your transfer for any reason, we will notify you promptly and issue a full refund of the transfer amount and fees within 10 business days.

Maryland

Atlantic Xchange LLC is licensed by the Maryland Office of the Commissioner of Financial Regulation as a Money Transmitter. License No. 12-1544045.

Maryland residents may file complaints with the Office of the Commissioner of Financial Regulation at: www.labor.maryland.gov/finance or by calling 1-888-784-0136.

Maryland law requires that you receive a clear written disclosure of all applicable fees, the exchange rate, and the total amount to be received by the recipient before you confirm your transfer. You have the right to cancel a transfer and receive a full refund if the funds have not yet been transmitted to the recipient.

Error resolution requests must be submitted within 180 days of the transaction date. We will respond within 10 business days of receiving your written notice.

Michigan

Atlantic Xchange LLC is licensed by the Michigan Department of Insurance and Financial Services (DIFS) as a Money Transmitter. License No. MT 0020721

Michigan is our home state and primary place of business. Michigan residents may contact DIFS at: www.michigan.gov/difs or by calling 1-877-999-6442.

Under Michigan law, you are entitled to a receipt for every transaction and have the right to cancel any transfer within 30 minutes of payment, provided the funds have not yet been made available to the recipient. A full refund, including all fees, will be issued upon a valid cancellation request.

For unresolved complaints, Michigan residents may also contact the Michigan Attorney General's Consumer Protection Division at: www.michigan.gov/ag.

New Jersey

Atlantic Xchange LLC is licensed by the New Jersey Department of Banking and Insurance as a Money Transmitter. License No. L070835

New Jersey residents may file complaints at: www.state.nj.us/dobi or by calling 1-609-292-7272.

New Jersey law requires that all fees and the applicable exchange rate be disclosed to you prior to your authorization of any transfer. You are entitled to a receipt confirming the transaction details, including the expected delivery date and total amount to be received by the recipient.

If an error results in a transfer not being delivered as agreed, Atlantic Xchange will issue a full refund of the transfer amount and all fees within 10 business days of a confirmed error determination.

New York

Atlantic Xchange LLC is licensed by the New York State Department of Financial Services (NYDFS) as a Money Transmitter. License No. MT104707

New York residents may contact the NYDFS at: www.dfs.ny.gov or by calling 1-800-342-3736.

Under New York law, before you send a transfer you must be provided with a written disclosure stating the amount to be transferred, all fees charged, the exchange rate, and the amount to be received by the recipient in the destination currency. This disclosure must be acknowledged by you before the transaction is processed.

You have the right to cancel a money transfer and receive a full refund if you notify us within 30 minutes of payment and the funds have not yet been made available to the recipient.

New York residents are also protected under the New York Banking Law Article XIII-B, which governs the rights of money transfer customers and the obligations of licensed transmitters operating in the state.

North Carolina

Atlantic Xchange LLC is licensed by the North Carolina Commissioner of Banks as a Money Transmitter. License No. 227714

North Carolina residents may contact the Commissioner of Banks at: www.nccob.gov or by calling 1-919-733-3016.

Under North Carolina law, customers are entitled to full fee transparency before confirming any transfer. All applicable charges, including service fees and any exchange rate margin, must be disclosed upfront.

North Carolina residents have the right to cancel a transfer and receive a full refund if the cancellation request is made before the funds have been made available to or collected by the recipient. Refunds will be processed within 10 business days.

Texas

Atlantic Xchange LLC is licensed by the Texas Department of Banking as a Money Transmitter. License No. 3221

Texas residents may contact the Texas Department of Banking at: www.dob.texas.gov or by calling 1-877-276-5554.

IMPORTANT : Texas Cancellation Right: As a sender located in the State of Texas, you are entitled to cancel a transaction and receive an immediate refund of all money paid, including any fees, within 30 minutes of receiving your payment receipt, provided the intended recipient has not yet received the funds or their equivalent.

Texas residents may also file complaints with the Texas Department of Banking using the form available on their website. If your complaint is not resolved to your satisfaction, you may contact the Texas Office of Consumer Credit Commissioner at: www.occc.texas.gov.

Virginia

Atlantic Xchange LLC is licensed by the Virginia Bureau of Financial Institutions as a Money Transmitter. License No. MO-387

Virginia residents may contact the Bureau of Financial Institutions at: www.scc.virginia.gov/bfi or by calling 1-804-371-9657.

Virginia law requires that Atlantic Xchange provide you with receipt for every transaction that includes the transfer amount, all applicable fees, the exchange rate used, and the expected delivery date and time. You have the right to request this receipt in a format accessible to you.

If a transfer is not delivered by the date and time specified on your receipt, you may be entitled to a refund of the service fee. Please contact us within 180 days of the transaction date to submit your claim.

21. APPLE APP STORE TERMS

If you download or access the Atlantic Xchange mobile application through the Apple App Store, the following terms apply in addition to all other terms of this Agreement. These terms are required by Apple and govern your use of the App Store Sourced Application.

21.1 Agreement Is Between You and Atlantic Xchange Only

You acknowledge and agree that this Agreement is entered into between you and Atlantic Xchange LLC only, and not with Apple Inc. Atlantic Xchange LLC, not Apple, is solely responsible for the Atlantic Xchange mobile application and its content. Your use of the application must comply with the Apple Media Services Terms of Service.

21.2 Apple Has No Support or Maintenance Obligations

Apple has no obligation whatsoever to provide any maintenance, support, or update services with respect to the Atlantic Xchange mobile application. Any support or maintenance requests should be directed to Atlantic Xchange LLC through the contact channels listed at the beginning of this Agreement.

21.3 Warranty

In the event that the Atlantic Xchange mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price, if any, for the application. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the application. All other warranty claims, if any, are the sole responsibility of Atlantic Xchange LLC.

21.4 Product Liability and Legal Compliance

You and Atlantic Xchange acknowledge that Apple is not responsible for addressing any claims you or any third party may have relating to the Atlantic Xchange mobile application or your possession and use of it, including but not limited to: (a) product liability claims; (b) any claim that the application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar laws. All such claims are addressed solely by Atlantic Xchange LLC in accordance with this Agreement and applicable law.

21.5 Intellectual Property Infringement

In the event that any third party claims that the Atlantic Xchange mobile application, or your possession and use of it, infringes that third party's intellectual property rights, Atlantic Xchange LLC, not Apple, will be solely responsible for the investigation, defense, settlement, and resolution of any such claim to the extent required by this Agreement.

21.6 Apple as Third-Party Beneficiary

You and Atlantic Xchange acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement as it relates to your use of the Atlantic Xchange mobile application downloaded from the App Store. Upon your acceptance of the terms of this Agreement, Apple will have the right, and will be deemed to have accepted the right, to enforce this Agreement against you as a third-party beneficiary.

21.7 Compliance with App Store Terms

When using the Atlantic Xchange mobile application, you must comply with all applicable third-party terms of service, including the Apple Media Services Terms of Service. You may not use the application in any manner that violates Apple's usage rules or any other applicable Apple policies.

22. GOOGLE PLAY STORE TERMS

If you download or access the Atlantic Xchange mobile application through the Google Play Store, the following terms apply in addition to all other terms of this Agreement. These terms are required by Google and govern your use of the Play Store Sourced Application.

22.1 Agreement Is Between You and Atlantic Xchange Only

You acknowledge and agree that this Agreement is entered into between you and Atlantic Xchange LLC only, and not with Google LLC. Atlantic Xchange LLC, not Google, is solely responsible for the Atlantic Xchange mobile application and its content. Your use of the application must comply with the Google Play Terms of Service.

22.2 Google Has No Support or Maintenance Obligations

Google has no obligation whatsoever to provide any maintenance, support, or update services with respect to the Atlantic Xchange mobile application. Any support or maintenance requests should be directed to Atlantic Xchange LLC through the contact channels listed at the beginning of this Agreement.

22.3 Warranty

In the event that the Atlantic Xchange mobile application fails to conform to any applicable warranty, you may notify Google and Google may, at its discretion, refund the purchase price, if any, for the application in accordance with the Google Play refund policy. To the maximum extent permitted by applicable law, Google will have no other warranty obligation whatsoever with respect to the application. All other warranty claims, if any, are the sole responsibility of Atlantic Xchange LLC.

22.4 Product Liability and Legal Compliance

You and Atlantic Xchange acknowledge that Google is not responsible for addressing any claims you or any third party may have relating to the Atlantic Xchange mobile application or your possession and use of it, including but not limited to:

(a) product liability claims;

(b) any claim that the application fails to conform to any applicable legal or regulatory requirement; and

(c) claims arising under consumer protection, privacy, or similar laws.

All such claims are addressed solely by Atlantic Xchange LLC in accordance with this Agreement and applicable law.

22.5 Intellectual Property Infringement

In the event that any third party claims that the Atlantic Xchange mobile application, or your possession and use of it, infringes that third party's intellectual property rights, Atlantic Xchange LLC, not Google, will be solely responsible for the investigation, defense, settlement, and resolution of any such claim to the extent required by this Agreement.

22.6 Google as Third-Party Beneficiary

You and Atlantic Xchange acknowledge and agree that Google LLC and its affiliates are third-party beneficiaries of this Agreement as it relates to your use of the Atlantic Xchange mobile application downloaded from the Google Play Store. Upon your acceptance of the terms of this Agreement, Google will have the right, and will be deemed to have accepted the right, to enforce this Agreement against you as a third-party beneficiary.

22.7 Compliance with Google Play Terms

When using the Atlantic Xchange mobile application, you must comply with all applicable third-party terms of service, including the Google Play Terms of Service and Google Play Developer Distribution Agreement. You may not use the application in any manner that violates Google's usage rules or any other applicable Google policies.

22.8 Device Permissions and Data

The Atlantic Xchange mobile application may request access to certain features of your Android device, including but not limited to camera, location, and storage. These permissions are used solely to provide the services described in this Agreement. Atlantic Xchange LLC, not Google, is responsible for how your data is collected, used, and protected. Please refer to Atlantic Xchange's Privacy Notice for full details.