Home

Center for International Trade Expositions and Missions

Community Payments Terms

Last updated: October 31, 2023

If you are under the age of eighteen (18), or age of majority in the state or country of your residence, you may use payments features through the Meta Products only with the involvement of your parent or guardian. Make sure you review the Payments Terms with your parent or guardian so that you both understand all of your rights and responsibilities.

We have provided some section headers for your convenience, but you should carefully read through these Community Payments Terms (the "Payments Terms") in order to understand your rights and responsibilities, as well as ours.

Capitalized terms used but not defined herein shall have the meaning set forth in our Terms of Service ("Terms").

By agreeing to these Payment Terms and if you are a business entity, you represent and warrant that a) you are duly authorized to do business in the country or countries where you operate; b) your employees, officers or representatives accessing payment services through the Meta Products are duly authorized and able to legally bind you to these Payment Terms and all payment transactions conducted under your username and password; and c) your access and/or use of the Meta Products are for solely or primarily for business or commercial purposes, and not for personal, family or household purposes.

When you make payments or store a payment instrument through the Meta Products, you agree that we may communicate with you electronically any important information regarding your payments, transactions or your account.

Protecting the privacy of your financial information is important to us. Please review Meta Platforms Inc.'s Privacy Policy (https://www.facebook.com/about/privacy), Meta Payments Inc.'s Privacy Policy as well as Facebook Payments International Limited's Privacy Policy for the applicable services, to learn more about what information we share, what we do not share, and how we keep your information safe.

1. Making Payments

- 1. <u>Payment transactions</u>. When you make a payment or store a payment instrument through the Meta Products, you agree to be bound by these Payments Terms and to provide a valid payment instrument. When you successfully add your payment instrument to your account (see Section 2 below), we will allow you to initiate a payment transaction using the payments features through the Meta Products. For clarity, a payment instrument includes a credit card, debit card, bank account number, and other payment methods that enable electronic funds transfers, debits and credits as expressly permitted by Meta from time to time.
- Pricing. Pay attention to the details of the transaction, because your total price may include taxes, fees, and shipping costs, all of which you are responsible for paying. You are responsible for providing us with true and accurate information about you and your business for tax and compliance purposes.
- 3. Extra terms. You may be presented with additional terms before you confirm the transaction (such as shipping terms for tangible goods). By proceeding with or confirming the transaction, you agree that those additional terms will also govern that transaction.
- 4. Foreign Exchange. If your transaction requires a currency exchange, we will use the most recent foreign exchange rates sourced by one or more external vendors. We aim to upload files from our vendors with the current exchange rates into our system on a daily basis. However, these processes could be delayed or fail for any number of reasons. If this happens the foreign exchange rates used will be the ones from the last file received, typically the ones from the previous day.
- 5. <u>Recurring Payment Transactions</u>; <u>Subscriptions</u>. If you purchase an auto-recurring periodic subscription from Us, you authorize us to bill your payment instrument immediately, and then again at the beginning of each subscription period, according to the applicable subscription terms and until you cancel your subscription. Cancellations will apply to the next billing period. Except as otherwise set forth in the terms of your subscription, the following terms apply for subscriptions purchased using payment services through the Meta Products:
 - If a free trial period is offered and you do not cancel during the free trial period, you will be billed at the end of the free trial period and at the beginning of each subsequent subscription period. To avoid any charges, you must cancel before the end of the trial period.
 - We will continue to bill your payment credential each subscription period until you cancel. To avoid being charged your next subscription payment, you must cancel at least 24 hours before your next scheduled payment date.
 - 3. If you cancel a subscription you will still have access to the app or feature you subscribed to through the end of the subscription period. You will not receive a refund for the current billing period, except in the event of defect or as otherwise set out in any applicable subscription terms.
 - 4. When you purchase a subscription, you will initially be charged at the rate applicable at the time of your agreement to subscribe. If the price of the subscription increases later, we will notify you. The increase will apply to the next payment due from you after the notice, provided that you have been given at least 10 days prior notice before the change is made. If you are given less than 10 days prior notice, the price increase will not apply until the payment after the next payment due. If you do not wish to pay the increased price for a subscription, you may cancel the subscription in the manner described in the applicable subscription terms or in the Help Center.
 - 5. This Section 5 does not apply to subscriptions purchased from a third party through any of the Meta Products. Any such subscription terms, including cancellation, subscription period, etc. are between you and the third party from whom you purchased your subscription and you should contact that third party, and not Meta, for any questions related to your subscription.
- 6. <u>Advertising</u>: You authorize us to use the payment instruments to purchase ads or other advertising services. Depending on the payment option, we will automatically bill your payment instrument(s) upon the due dates, and when your payment threshold or limit is met.
- 7. <u>Person-to-Person Transfers</u>. Person-to-Person transfer of funds ("P2P") may be made available at our sole discretion. If you use P2P in the Messenger service, you consent to the following terms:

- 1. You may not use P2P if you are under the age of 18.
- 2. We may require that you provide more information in order to complete a transaction.
- 3. P2P is not intended to be used for business, commercial, or merchant transactions and such use may be discontinued without notice by us at any time. We may reverse or place a hold on your transactions or place funds in reserve if evidence of business, commercial, or merchant use is discovered.
- 4. If you receive and accept a P2P transfer, you are liable to us for the payment transferred and third-party fees that result from invalidation of that payment. This includes but is not limited to reversed payments or if you lose a claim or a chargeback. We reserve the right to charge your payment instrument or take any other legal action to collect the funds to the full extent allowed by applicable law.
- 5. P2P must be used in compliance with applicable law and may not be used in connection with any illegal or illicit transaction. In addition, payments relating to the following activities are prohibited regardless of whether the activity is illegal in your location: (a) weapons, ammunition, or explosives; and (b) gambling, games of skill, lotteries, raffles, or fantasy sports. If illegal, illicit, or otherwise prohibited transactions are reported or discovered, we reserve the right to take action including without limitation the following, without notice to you: place a hold on your transactions; place your funds in reserve; limit your ability to use payments features through the Meta Products; report the activity to authorities; or deactivate your account entirely.
- 6. P2P use is at your sole risk and we assume no responsibility for the underlying transaction of funds, or the actions or identity of any transfer recipient or sender. Disputes regarding funds are between you and the sender of a payment. If a sender files a claim for a chargeback after a P2P transaction, we are not responsible for determining the veracity of claims or the disposition of the payment.
- 7. Minnesota residents: To opt out of P2P, please send written notice of your choice to: Meta Payments Inc. (NMLS ID 918740), 1601 Willow Rd, Menlo Park, CA, 94025. Note that opting out of P2P may affect your ability to make other transactions using payments features through the Meta Products.
- 8. Payments to Developers in the US. We serve as a limited payment collection agent for some developers offering content through the Meta Products, and we are authorized to accept payment from you on behalf of those developers for purchase of that content. Your full payment to us of the transaction price for a developer's content constitutes payment to that developer and satisfies your payment obligations to that developer for the purchased content.
- 9. <u>Payments to Developers in the European Economic Area</u>. To make a payment to a developer offering content through the Meta Products, you must use the account we provide to you, which can only be used to purchase digital content through the Meta Products. You can top up this account using a variety of payment methods, such as a credit card, debit card, or Facebook Gift Card. Where you make a payment to a developer offering content through the Meta Products in the European Economic Area, this is not a regulated payment service. Therefore, with respect to this payment service, you acknowledge that you will not benefit from the customer protections available to payment service users under the applicable regulatory framework when a regulated payment service is provided (e.g. refund rights for unauthorized transactions, safeguarding of funds).
- 10. Donations. If you make a donation to a charity through the Meta Products, the following terms apply:
 - 1. Donations made to the PayPal Giving Fund ("PPGF"), including in the U.S., Canada, Australia, Ireland and the UK. PPGF is a registered public charity, which means your donation will be made to PPGF and not directly to your designated charity. Donations are processed by PayPai, PPGF's third party service provider, and received by the PPGF entity registered in the associated country, subject to PPGF's Terms and Policies. Each time you make a donation to PPGF through the Meta Products, you agree to PPGF's Terms and Policies. When you make a donation to PPGF, you are recommending that PPGF make a corresponding grant to the designated charity in the amount of your donation. PPGF will grant the funds you donate to your designated charity in accordance with their policies. PPGF will email you an official donation receipt for tax records. You agree that we do not make any endorsements or representations about PPGF or your designated charity, and are not liable for PPGF's or your designated charity's acts or omissions.
 - Regulated Payments in the European Economic Area. If you make a donation to a charity that uses Meta-Processed Payments to process donation
 payments, and you are a resident of or have your principal place of business in a country other than the U.S., Canada, or UK then the following
 terms apply: https://www.facebook.com/payments_terms/eu_regulated_payments.
 - 3. When you make a donation, you acknowledge that you make this donation as a charitable contribution, and you are not receiving any goods or services in return. As the tax laws vary by state and by country, please consult a tax professional regarding the deductibility of this donation. We make no representations or warranties with respect to the non-profit status of a charity or eligibility for any tax related benefits or deductions arising out of a donation.
 - 4. We reserve the right to refuse to process your donation if the designated charity fails to comply with our terms and policies, including our Charitable Donation Terms. If we refuse to process a donation, you may be entitled to a refund to the extent required by applicable law.
 - 5. Fundraising campaigns to benefit charities may be created by users ("Fundraiser Creators"). If a Fundraiser Creator pledges to match donations to a fundraising campaign, you acknowledge that we do not guarantee that the Fundraiser Creator will fulfill the pledge. If you donate to a charity through such a fundraising campaign, you will not be entitled to a refund of your donation on the basis that the Fundraiser Creator did not fulfill the pledge.
 - 6. If you agree to make donations on a recurring basis, you authorize us to store your payment instrument and bill immediately for the first donation, and then again at the beginning of each recurring donation period. We will continue to charge your payment instrument automatically each recurring donation period until you cancel, which you can do so at any time on your Account Settings page. To avoid being charged your next donation, you must cancel at least 24 hours before your next scheduled donation.
 - 7. You agree that we are not making any endorsements or representations about the charity, and are not liable for their acts or omissions.
 - 8. 8. We may make available to you the ability to cover certain fees in connection with your donation. To the extent you agree to cover such fees, the total amount charged to you will include both the donation amount and such fees.
- 11. Request a Hold. When you request a hold on an item in Marketplace ("Request a Hold"), we obtain pre-approval from the issuer of your selected payment method for an amount determined by the cost of the item ("Hold Amount"). This amount will be released back to you when the seller marks the item as sold, if the seller doesn't accept your request within 24 hours, or if either of you needs to cancel.
- 12. No Warranties. UNLESS OTHERWISE EXPLICITLY PROVIDED BY US IN WRITING FOR A PARTICULAR PRODUCT OR SERVICE, AND FOR THOSE PRODUCTS
 AND SERVICES YOU PURCHASED THAT ARE SOLD BY THIRD PARTIES, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT
 TO ANY PRODUCTS OR SERVICES PROVIDED OR SOLD ON OR THROUGH THE META PRODUCTS.

2. Payment Methods

1. Payment instrument. For your convenience, we may allow you to fund your transactions using a number of different payment instruments, like credit cards, debit cards, and Facebook Gift Cards. You can store your payment instrument, and you can add, update or remove payment instruments to or from your account at any time through your Orders and Payments within your instagram or Facebook settings. Any refund that we owe to you will be credited to the same payment instrument that you used for the original payment transaction. If your original payment instrument is no longer available, we reserve the right to credit your refund to another payment instrument in your account or by other means we deem appropriate. You agree to keep your stored payment instruments(s) up to date. If we participate in a card account updater service, you authorize us to contact your card issuer or card network to obtain up-to-

¹ 8/15/24,,10:01 AM Facebook

date information about your payment instrument, and to automatically update your payment instrument, including your account number or expiration date, if such information is available

- 2. Your Authorization. When you fund your transaction or provide a payment instrument to us, you confirm that you are permitted to use that payment instrument. When you fund or initiate a transaction, you authorize us (and our designated payment processor), to charge the full amount to the payment instrument you designate for the transaction. Where necessary to process your transactions with third party merchants through the Meta Products, you permit us to share your payment instrument details, and other information necessary to process your payment, with the merchant, their commerce services platform, and their payment processors. In accordance with 2.1 above, you also authorize us to collect and store that payment instrument, along with other related transaction information.
- 3. Preauthorization hold. If you pay by credit or debit card, we may obtain a preauthorization from the issuer of the card for an amount, which may be as high as the full price of your payment. Such preauthorization may appear as a "hold" on your credit card or funds associated with your debit card. Your card will be charged at the time a payment is initiated, or shortly thereafter. If you cancel a transaction before completion, this preauthorization may result in credit or funds not being immediately available to you until your issuer releases the hold.
- 4. Failed payments. If your transaction results in an overdraft or other fee from your card issuer due to going over your credit limit or having insufficient funds in your account, your card issuer may charge you a fee, and you alone are responsible for that fee.
- 5. <u>Facebook Gift Card Balances</u>. Facebook Gift Cards may be used to generate a gift card balance ("Gift Card Balance") through the Meta Products. You can then use this Gift Card Balance on our platform as a payment method. The following terms apply to Gift Card Balances:
 - 1. If you enter the Gift Card's PIN and click "Redeem" at www.facebook.com/giftcards/redeem, we will credit the Gift Card's value to your Gift Card. Balance. Once you have entered the PIN on your Gift Card, the value you received can't be restored to the original Gift Card.
 - 2. All Gift Cards converted at www.facebook.com/giftcards/redeem as described above will result in Gift Card Balances that can be used exclusively to make payments to developers on the platform; your Gift Card Balance will be applied toward funding transactions you wish to complete, and if your Gift Card Balance is insufficient to complete a transaction, we will ask you to elect an additional payment method to cover the difference. Gift Cards converted in certain games, however, may result in value that can only be used within that game, or in other games from the same developer.
 - 3. We are not a bank, so Gift Card Balances are not deposits and they do not earn interest. Gift Card Balances are not insured by the Federal Deposit Insurance Corporation, the Financial Services Compensation Scheme, or any other entity or insurance scheme, whether governmental or private.
 - 4. We may change the process to convert Gift Cards into Gift Card Balances, or the ways that you can use your resulting Gift Card Balance, at any time as we deem necessary without prior notice to the full extent permitted by law.
 - 5. Some Facebook Gift Cards have bonus offers. Bonus offers are open to customers who redeem a participating Facebook Gift Card during the offer period stated on the Gift Card packaging. To obtain the bonus item, visit www.facebook.com/giftcards/redeem, enter the Gift Card PIN when prompted, and follow the instructions to receive your item. We will not give notice of the expiration of these bonus offers. Free gift items may vary; average retail value of items will range from approximately one to fifteen USD (\$1-15). Bonus offers may not be combined with other offers and discounts, nor exchanged, nor redeemed for cash. Other terms and conditions may apply to the use of Facebook Gift Cards and of www.facebook.com; see site for details.
 - 6. You may not sell your Gift Card Balance or any portion thereof, nor transfer any portion thereof to anyone outside of the Meta Products.
 - 7. Gift Card Balances are not redeemable for any sum of money or monetary value from us unless required by law.
 - 8. Facebook Gift Cards and Gift Card Balances don't expire. However, Gift Card Balances are subject to our Abandoned Property provision (Section 3.6, below).
- 6. Incompatibility. You may at some point encounter an app or feature that does not support the payment method you would prefer to use; however, you can select a different type of payment instrument (such as credit or debit card, or mobile operator billing).
- 7. Mobile billing. Mobile operator billing is another payment method we have made available for your convenience. If you use mobile billing as a payment credential, you consent to the following applicable risks and other terms:
 - By choosing the mobile billing payment method, you agree that we and your mobile operator may exchange information about you in order to
 facilitate completion or reversal of payments, resolution of disputes, provision of customer support, or other billing-related activity.
 - 2. You are responsible for any charges, fees, changes to your mobile plan service or billing, alterations to your mobile device, or any other consequence that may arise out of your use of mobile billing.
 - 3. If you use mobile billing, you are bound not only by these Payments Terms, but also by the terms and conditions of your mobile operator.
 - 4. If you have questions about any charges or fees that appear on your mobile phone bill, you may contact your mobile provider's customer service division.
 - 5. Sometimes, use of mobile billing may lead to charges that, for various technical reasons beyond our control, cannot be refunded to you. In these cases, we have the right, but not the obligation, to issue you a courtesy credit.
- 8. Boleto (Pre-paid). If you use boleto as a payment method, you consent to the following applicable risks and other terms:
 - Refunds. Due to technical limitations, we are able to provide refunds ONLY by making wire transfer into a bank account. If you make a
 purchase with boleto and later request a refund for any reason, you MUST have a bank account in order to receive the refund. Bank account
 information provided when requesting a refund should be the same information on the ad account. Click here for more information about the
 refund process
 - 2. <u>Safety</u>. We may delay or limit the availability of your purchase, for either safety reasons, or to make sure we possess all relevant information necessary to process the payment and deliver to you what you have paid for.
 - 3. <u>Information</u>. You agree and consent that we will store your tax id (CNPJ/CPF). We may use your tax id to obtain additional information about you, necessary to process the payment, from the federal tax id registration database provided by the Brazilian government, via a third-party processor. We will also submit final tax documents to the Brazilian government as required.
- 9. If you are an Advertiser in India (as defined in the Country-specific Ads Terms) placing an Order (as defined in the Self-serve Ad Terms) using a no-cost equated monthly installment payment option for payments made by you to Meta to add to your Advertiser Balance, you hereby consent to the specific terms applicable to this payment option: No Cost EMI terms.
- 10. If you are an advertising agency in Brazil, you cannot use any credit line issued by us to an advertiser to advertise on behalf or interest of any third-party. Credit lines issued to advertising agencies can only be used directly by the advertising agency for the advertising agency's own benefit or interest.

3. Actions We May Take

· 8/15/24,,10:01 AM Facebook

1. At-will use. (a) We may revoke your eligibility to make payments through the Meta Products at any time at our sole discretion. (b) For consumers and small businesses in Australia, we may revoke your eligibility to make payments through Meta Products at any time, acting reasonably, including if (i) you have materially breached these Payment Terms; (ii) we are required by law or a regulatory authority to do so; or (iii) if it is reasonably necessary to protect our legitimate interests.

- 2. <u>Inquiries</u>. By using payments features through the Meta Products, you acknowledge and agree that we may make any inquiries that we consider necessary, either directly or through third parties, concerning your identity and creditworthiness.
- 3. <u>Our right to cancel</u>. We may cancel any transaction if we believe the transaction violates these Payments Terms or the Terms, or if we believe doing so may prevent financial loss. We may also cancel any Gift Card Balance or Advertiser Balance accumulated, transferred, assigned, or sold as a result of fraudulent or illegal behavior.
- 4. <u>Payment limitations</u>. In order to prevent financial loss to you or to us, we may place a delay on a payment for a period of time, or limit payment instruments for a transaction, or limit your ability to make a payment, or deactivate your account.
- 5. Sharing of information. In order to prevent financial loss to you or to us, we may contact your payment instrument issuer, law enforcement, or affected third parties (including other users) and share details of any payments you are associated with, if we believe doing so may prevent financial loss or a violation of law and/or our policies.
- 6. <u>Abandoned Property.</u> If you leave a Gift Card Balance or Advertiser Balance unused for the period of time set forth by your state, country, or other governing body in its unclaimed property laws, or if you delete your account and leave a Gift Card Balance or Advertiser Balance, or if we deactivate your account and you do not meet any conditions necessary to reinstate it within six (6) months, we may process your Gift Card Balance or Advertiser Balance in accordance with our legal obligations, including by submitting funds associated with your Gift Card Balance or Advertiser Balance to the appropriate governing body as required by law.
- 7. <u>Foreign Exchange</u>. If your transaction requires a currency exchange, we will use foreign exchange rates provided by one or more external vendors. We aim to upload files from our vendors with the current exchange rates into our system on a daily basis. However, these processes could be delayed or fail for any number of reasons. If this happens the foreign exchange rates used will be the ones from the last file received, typically the ones from the previous day.

4. Disputes and Reversals

- 1. <u>Customer assistance</u>. Subject to Sections 4.2, 4.3, 4.4, and 4.5 below, we provide various tools in our Support Center to assist you in communicating with a third party to resolve a dispute arising from a payment transaction.
- 2. No liability for underlying transaction. If you enter into a transaction with a third party and have a dispute over the goods or services you purchased or over the donation you made, we have no liability for the goods or services underlying the transaction or for how the third party used your donation. Our only responsibility is to handle your payment transaction. All payments are final unless otherwise required by law. If you order something that becomes unavailable before it can be provided to you, you may request a refund of your payment.
- 3. <u>Fraud Warning</u>. Use of Meta Payments to perform fraudulent activities or transactions may result in the loss of funds with no recourse. See section 6 below for the state specific fraud notices.
- 4. <u>Duty to notify us.</u> (a) If you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify us immediately, so that we may take action to prevent financial loss. Unless you submit the claim to us within 30 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against us arising out of or otherwise related to the transaction. (b) For consumers and small businesses in Australia, if you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify us immediately, so that we may take action to prevent financial loss.
- 5. Intervention. We may intervene in disputes concerning payments that may arise between you and a developer or a merchant, but we have no obligation to do so.
- 6. <u>Technical difficulties</u>. If you experience a technical failure or interruption of service that causes your payment to fail, you may request that your transaction be completed at a later time.

5. Notices and Amendments to These Payments Terms

- 1. Notice to you. By using payments features through the Meta Products, you agree that we may communicate with you electronically any important information regarding your payments or your account. We may also provide notices to you by posting them on our website, sending them to you through an in-app notification, or by sending them to an email address or street address that you previously provided to us. All notices shall be considered received by you within 24 hours of the time posted or sent; notices by postal mail shall be considered received within three (3) business days of the time sent.
- Notice to us. Except as otherwise stated, you must send notices to us relating to payments through the Meta Products and these Payments Terms by postal mail to: Meta, Attn: Legal Department, 1601 Willow Avenue, Menlo Park, California, 94025.
- 3. Amendment guidelines. We may update these Payments Terms at any time without notice as we deem necessary to the full extent permitted by law. The Payments Terms in place at the time you confirm a transaction will govern that transaction.

6. State Notices - Customer Complaints and Fraud Notices

The following provisions apply solely to users of Meta-Processed Payments:

1. For Alaska Residents only: If your issue is unresolved by Meta Payments Inc.(1-888-851-6382), please submit formal complaints with the State of Alaska, Division of Banking and Securities. Please download the form here:

http://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdated.pdf/. (NMLS ID 918740)

Submit formal complaint form with supporting documents to:

Division of Banking and Securities, PO Box 110807 Juneau, AK 99811-0807.

If you are an Alaska resident with questions regarding formal complaints, please email us at dbs.licensing@alaska.gov or call (907) 465-2521

- 2. <u>Arkansas users:</u> If you have concerns with respect to the money transmission activities conducted via this website, you may contact the Arkansas State Securities at (501) 324-9260 and hotline (800) 981-4429. You can also write to 1 Commerce Way, Suite 402, Littler Rock, Arkansas 72202, or ASDInfo@Arkansas.gov. For unresolved issues, you can file a complaint online at http://www.securities.arkansas.gov.
- 3. <u>California users</u>: If you have a complaint, contact the consumer assistance division of Meta Payments Inc. (NMLS ID 918740) online at the <u>Support Center or</u> through our automated toll-free customer support line at 1-888-851-6382. If you have complaints with respect to any aspect of the money transmission activities conducted via this website, you may contact the California Department of Financial Protection and Innovation at its toll-free telephone number, 1-866-275-2677, or by mail via U.S mail at Department of Financial Protection and Innovation, Attn: Consumer Services, 2101 Arena Boulevard, Sacramento, CA 95834. You can also file a complaint online at https://dfpi.ca.gov/file-a-complaint.
- 4. <u>Colorado users</u>: Entitles other than FDIC insured financial institutions that conduct money transmission activities in Colorado, including the sale of money orders, transfer of funds, and other instruments for the payment of money or credit, are required to be licensed by the Colorado Division of Banking pursuant to the Money Transmitters Act, Title 11, Article 110, Colorado Revised Statutes. If you have a Question about or Problem with YOUR TRANSACTION

' 8/15/24, 10:01 AM Facebook

- THE MONEY YOU SENT, you must contact the Money Transmitter who processed your transaction for assistance. The Division of Banking does not have access to this information. If you are a Colorado Resident and have a Complaint about THE MONEY TRANSMITTER THE COMPANY THAT SENT YOUR MONEY, ALL complaints must be submitted in writing. Please fill out the Complaint Form provided on the Colorado Division of Banking's website and return it and any documentation supporting the complaint via mail or email to the Division of Banking at: Colorado Division of Banking 1560 Broadway, Suite 975 Denver, CO 80202, email: DORA_BankingWebsite@state.co.us, website: https://banking.colorado.gov/industry/money-transmitters.
- Florida users: If you are a user in the State of Florida and you still have an unresolved complaint regarding Meta Payments Inc.'s (NMLS ID 918740) money transmission activity after first contacting Meta Payments Inc., please direct your inquiry to: Florida Office of Financial Regulation, 200 E. Gaines Street, Tallahassee, FL 32399-0376, or at 1-800-848-3792.
- 6. <u>Illinois users</u>: If you are a user in the State of Illinois and you still have an unresolved complaint regarding Meta Payments Inc.'s (NMLS ID 918740) money transmission activity after first contacting Meta Payments Inc., please direct your inquiry to: Illinois Department of Financial and Professional Regulation at 1-888-473-4858.
- Maryland users: The Commissioner of Financial Regulation for the State of Maryland will accept all questions or complaints from Maryland residents
 regarding Meta Payments Inc., (NMLS ID 918740) license number 918740, at 1100 N. Eutaw Street, Suite 611, Baltimore, MD 21201, phone 1-888-784-0136.
 NMLS Consumer Access website is https://www.nmlsconsumeraccess.org/.
- 8. Minnesota users: If you want to report fraud or suspected fraud, contact the consumer assistance division of Meta Payments Inc. (NMLS ID 918740) online at the Support Center or through our automated toll-free customer support line at 1-888-851-6382.
- New York users: Meta Payments Inc. (NMLS ID 918740) is licensed and regulated as a money transmitter by the New York State Department of Financial Services. New York customers can direct unresolved complaints to Consumer Assistance Unit, NYS Department of Financial Services, One Commerce Plaza, Albany, NY 12257, 1-877-BANK-NYS (1-877-226-5697), www.dfs.ny.gov/consumer/fileacomplaint.htm.
- 10. <u>Texas users</u>: If you have a complaint, first contact the consumer assistance division of Meta Payments Inc. online at the <u>Support Center</u> or through our automated toll-free customer support line at 1-888-851-6382. If you still have an unresolved complaint regarding Meta Payments Inc.'s money transmission or currency exchange activity, please direct your complaint to: <u>Texas Department of Banking</u>, 2601 North Lamar Boulevard, Austin, <u>Texas 78705</u>, 1-877-276-5554 (toll-free), <u>www.dob.texas.gov</u>.

7. Additional Terms

- 1. <u>Terms of Service and conflict of terms</u>. Our <u>Terms of Service</u> ("Terms") apply to your use of payments features through the Meta Products. In the event of any conflict between these Payments Terms and the <u>Terms</u>, the Payments Terms shall prevail. You may be subject to additional third party terms and conditions, which are hereby incorporated by reference. Such terms may include terms from Apple or Google for purchases of Meta Products made through their services. You are solely responsible for compliance with such third party terms.
- 2. <u>Conflict of laws</u>. Some countries may restrict or prohibit your ability to make payments through the Meta Products. Nothing in these Payments Terms should be read to override or circumvent any such foreign laws.
- 3. <u>Courtesy translations</u>. These Payments Terms were written in English (US). To the extent any translated version of these Payments Terms conflicts with the English version, the English version controls.
- 4. <u>Trade sanctions</u>. You must not use payments features through the Meta Products in connection with activities, individuals, or entities that are located in a country or region that is embargoed by the United States or that would otherwise violate applicable U.S. or non-U.S. trade sanctions.
- 5. "Us". Without limiting Section 7.1, above, the following are the entities to which "us," "we," or "our" refer:
 - 1. To the extent you initiate a payment, other than a Meta-Processed Payment, through the Meta Products or we initiate a debit or charge to your payment instrument, these Payment Terms are between you and (a) Meta Platforms, Inc., if you are a resident of or have your principal place of business in the U.S. or Canada, or (b) Meta Platforms Ireland Limited if you are a resident of or have your principal place of business in a country other than the U.S. or Canada, as provided under the Terms presented at the time of payment.
 - a. To view the Meta Platform, Inc.'s Privacy Policy, please visit: https://www.facebook.com/about/privacy.
 - b. To view the Meta Platforms Ireland Limited Privacy Policy, please visit: www.facebook.com/payments_terms/EU_privacy
 - 2. To the extent you use Meta-Processed Payments and are a resident of or have your principal place of business in the U.S. or Canada, these Payments Terms are between you and Meta Payments Inc., a Florida corporation.
 - a. To view Meta Payments Inc.'s Privacy Policy, please visit: https://www.facebook.com/payments_terms/privacy.
 - b. Meta Payments Inc. is licensed as a transmitter of money in various jurisdictions in the United States. To view Meta Payments Inc.'s Money Transmitter Licenses, please visit: https://www.facebook.com/payments_terms/licenses.
 - 3. To the extent you use Meta-Processed Payments and are a resident of or have your principal place of business in a country other than the U.S. or Canada, these Payment Terms are between you and Facebook Payments International Ltd., a private limited company in the Republic of Ireland.
 - a. However, if you are a resident of or have your principal place of business in Brazil, your payment may be taken directly by Facebook Online Serviços do Brasil Ltda. in accordance with these Payments Terms.
 - b. To view Facebook Payments International Ltd.'s Privacy Policy, please visit: www.facebook.com/payments_terms/EU_privacy
 - c. Facebook Payments International Ltd. is regulated by the Central Bank of Ireland.

4. Storing a payment instrument.

- a. To the extent you store a payment instrument with us through the Meta Products and are a resident of or have your principal place of business in countries in the European region, including those in the European Economic Area and European Union, but excluding the United Kingdom: Facebook Payments International Ltd, a private limited company of the Republic of Ireland, is responsible for storing your payment instrument under these Payment Terms and Facebook Payments International Ltd.'s privacy policy also applies.
 - i. To view Facebook Payments International Ltd.'s Privacy Policy, please visit: www.facebook.com/payments_terms/EU_privacy
- b. To the extent you store a payment instrument with us through the Meta Products and are a resident of or have your principal place of business in the U.S., Canada, United Kingdom or in a country other than those in the European region (including those in the European Economic Area and European Union): Meta Payments Inc., a Florida corporation, is responsible for storing your payment instrument under these Payment Terms and Meta Payments Inc.'s Privacy Policy also applies.

³ 8/15/24, r10:01 AM Facebook

 $i.\ To\ view\ Meta\ Payments\ Inc.'s\ Privacy\ Policy,\ please\ visit:\ https://www.facebook.com/payments_terms/privacy.$

- ii. Meta Payments Inc. is licensed as a transmitter of money in various jurisdictions in the United States. To view Meta Payments Inc.'s Money Transmitter Licenses, please visit: https://www.facebook.com/payments_terms/licenses.
- 6. "Meta-Processed Payments". As used in these Payments Terms, "Meta-Processed Payments" refers to payment transactions initiated through the Meta Products and processed by Meta Payments Inc. or Facebook Payments International Ltd. Meta-Processed Payments includes, P2P in the US, certain charitable donations to charities in the EU, and certain payments to developers for digital goods through the Meta Products.

About Create ad Developers Careers Privacy Policy Cookies Ad choices Terms Help

Meta © 2024

English (US) Filipino Bisaya Español 日本語 한국어 中文(简体) العربية Português (Brasil) Français (France) Deutsch

Noted by:

NORMAN D. BAGULBAGUL OIC-Department Manager

Communications and Creative Services Department