

Ponto Software, Inc. Refund and Error Resolution Policy

Last updated: 10/19/2022

This Refund and Error Resolution Policy sets forth the obligations of Ponto Software, Inc. and its affiliates, including but not limited to Bridge Trust Co (“we,” “our” or “Ponto”), to provide refunds in certain circumstances and the processes you must follow to request and receive a refund or report an Error (defined below). The Ponto Terms and Conditions (<https://ponto.org/policies/ponto-software-terms-of-service.pdf>) are incorporated herein by reference. Any term capitalized but not defined has the meaning specified in our Terms and Conditions.

In general, our support services personnel are available from 10:00 AM PST to 7:00 PM PST, Monday to Friday (excluding Public Holidays). “**Public Holidays**” means each of the following (in each case, as such holiday is federally observed in the United States): (a) President’s Day; (b) Memorial Day; (c) Independence Day; (d) Labor Day; (e) Thanksgiving Day; (f) Christmas Eve; (g) Christmas Day; (h) New Year’s Eve; and (i) New Year’s Day. However, our automated support services and availability during support hours may be temporarily available for periods of time for reasons outside of our control, and we appreciate your patience during such periods of unavailability.

Terms for any refund requests or error resolution reports

A. Canceling your transaction.

If you need to cancel a funds transfer (***solely in fiat remittances***) and receive a full refund, including any fees, you must *submit a refund request within thirty (30) minutes of initiating the transfer* to support@ponto.org or call us at (844) 222-3261. You will be asked to provide information that Ponto needs in order to trace your transfer and provide a refund. If you do not provide the requested information, Ponto cannot provide a refund. We will confirm receipt of your request. Ponto will review and process your refund request and will issue the refund within three (3) business days (any day that banks are open in the United States). If the funds have been transferred to the designated recipient prior to Ponto’s receipt of your refund request, Ponto is not able to provide a refund. In such cases, you should contact the recipient and the recipient’s financial institution. Refunds are only available to users who conducted the transfer for personal, family or household purposes. Refunds are not offered to commercial or business account users. Refunds are **not** offered for digital currency transfers.

B. Errors.

If you believe an Error has occurred, you must email a report upon your discovery of the Error to support@ponto.org or call us at (844) 222-3261. When submitting the report please provide full details of the Error (as defined below), which should include a description of what the issue is, what your expected result was, when it occurred, and any other relevant information about the experience that can help us locate and resolve the issue. This could include a photo, transaction ID, error code, or any other information that will identify the issue. Upon receipt of your report, Ponto will investigate your claim and make a determination as to whether an Error has occurred. We endeavor to complete each investigation within ten (10) days of receipt of your report. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Within three (3) days of completing our investigation, we will inform you of our conclusion. If we have determined an Error did occur, we will either provide you with a refund or will complete the requested transfer to provide the designated recipient with the funds necessary to resolve the Error. Please note that we are only required to refund fees where we failed to make funds available to the recipient by the date of availability we specified. If our failure to do so was due to your error (e.g., providing incorrect or insufficient information) that is not an Error and we will not refund fees. For transfers for personal, family or household purposes, each of the following is an “**Error**.”

1. Ponto charged you an incorrect amount for your transaction;
2. Ponto made a computational error, such as a miscalculation of the amount sent to your designated recipient;
3. Ponto did not provide you with all the required information about your transaction. This includes not providing you with (i) notice of all amounts due to complete a transaction, (ii) a transaction receipt, (iii) confirmation of your transaction, in each case, unless the problem was caused by extraordinary circumstances outside our control;
4. Ponto conducts a transaction that you did not authorize; or
5. Your designated recipient did not receive your transferred funds by the date Ponto stated it would make such funds available when you conducted the transaction, unless such delay was caused due to (i) extraordinary circumstances outside our control and that we could not have reasonably anticipated; (ii) issues flagged during fraud screenings (including that the transfer was made with fraudulent intent or the designated recipient appears to be fraudulent); (iv) regulatory requirements, including but not limited to those imposed by the Office of Foreign Assets Controls.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- A. Where it is necessary for completing transfers, or
- B. In order to verify the existence and condition of your account for a third party, or
- C. In order to comply with government agency or court orders, or
- D. If you give us your written permission.

Documentation

You can get a receipt at the time you make any transfer using Ponto.