



**The Legal Agency, LLC.**

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**Re: Compliance Review of SettleQuik's Integration Model, Use of Venmo, PayPal, Cash App, and Zelle Links, Required Disclosures, and Overall Regulatory Posture**

To the Founders of SettleQuik LLC:

You requested a comprehensive legal opinion evaluating SettleQuik's platform architecture, user flows, data practices, and linkage to major consumer payment platforms, specifically Venmo, PayPal, Cash App, and Zelle. This opinion assesses whether SettleQuik's current and planned functionality complies with the terms and conditions of those payment platforms, whether the system constitutes payment processing or money transmission activity under U.S. laws, and what disclaimers, disclosures, and implementation safeguards are required for a compliant public launch.

My review is based on the technical specifications and operational descriptions you provided regarding user onboarding, payment-link handling, data storage practices, feature roadmap, age restrictions, analytics, billing, content moderation, and the structure of your existing Terms and Conditions. This opinion incorporates the full details of the platform as described to me and applies relevant compliance principles to those facts.

**1. Summary of Platform Operation and Legal Significance**

SettleQuik is a software-as-a-service tool that allows users to create a customizable public page where they can consolidate links to their existing payment accounts on Venmo, PayPal, Cash App, Zelle, and other services. Users manually input public-facing identifiers such as a Venmo username, PayPal.me link, Cash App cashtag, or Zelle email or phone number. SettleQuik stores these public identifiers exactly as provided and generates either a standard redirect or a deep link that opens the respective payment platform.

SettleQuik does not handle funds, does not authenticate with the payment platforms, does not use OAuth or APIs, and does not transmit, process, or store payment credentials, account numbers, or sensitive financial information. All payment activities occur wholly outside of SettleQuik and inside the native third-party systems.

This operational structure is central to the legal analysis and is a strong foundation for a compliant launch, because SettleQuik's role is strictly limited to organizing and displaying user-provided information.

## **2. SettleQuik Does Not Engage in Payment Processing or Money Transmission**

Under federal and state financial regulations, entities may be classified as money transmitters or payment processors if they receive, store, handle, or transmit funds; control the movement of funds; or act as an intermediary between a payer and payee.

Based on your representations, SettleQuik does none of the following:

- does not receive or hold funds
- does not transmit funds
- does not route payments
- does not facilitate settlement
- does not transmit payment instructions
- does not store or access bank accounts, debit cards, credit cards, or PayPal/Venmo/Cash App credentials
- does not participate in any part of the payment transaction
- does not have visibility into transaction amounts or statuses
- does not integrate with the payment platforms' APIs
- does not validate account ownership
- does not engage in any transfer of monetary value

SettleQuik functions solely as a link directory and user-managed landing page. The platform's architecture keeps all payment flows entirely within the third-party payment systems. Because SettleQuik never touches funds and has no technical capability to initiate, approve, reject, or process payments, the service does not satisfy the definition of a money transmitting business.

As a result:

- MSB registration is not required
- payment processing licenses are not triggered
- PCI compliance obligations do not apply to SettleQuik directly
- SettleQuik is not regulated as a financial institution or payment facilitator

This status is contingent on maintaining the same operational separation and continuing to avoid handling any sensitive financial data.

## **3. Compliance with Venmo, PayPal, Cash App, and Zelle Terms of Service**

All four platforms permit users to share their own public payment identifiers. Because SettleQuik merely displays user-provided public information, this falls within nominative and permissible use.

Your operating model supports compliance because:

- Users voluntarily input their own public-facing payment identity
- SettleQuik does not modify, interpret, or validate the identifier
- SettleQuik does not create accounts or initiate transactions
- SettleQuik does not access password-protected environments
- SettleQuik uses standard deep-linking built from publicly documented URL schemes
- Users are redirected directly to the payment platform

Branding and trademark compliance is also supported because:

- SettleQuik uses text-only references to the payment platforms
- No logos or branded visual assets are used in marketing
- No visual marks that imply partnership are used
- No ads or promotional material suggest sponsorship or affiliation

This approach avoids the most common violations and significantly reduces trademark exposure.

It is advisable to maintain internal documentation confirming your policies against logo use, unauthorized branding, and platform-specific design elements.

#### **4. Required Disclaimers and Disclosures to Protect SettleQuik**

To ensure full compliance and reduce liability, SettleQuik should display clear and repeated disclaimers stating:

- SettleQuik is not affiliated with, endorsed by, or partnered with Venmo, PayPal, Cash App, or Zelle.
- SettleQuik does not process or transmit payments.
- All transactions occur exclusively on the linked third-party payment platforms.
- SettleQuik does not store, handle, or access financial credentials.
- Users are responsible for the accuracy, legality, and legitimacy of the payment information they enter.
- SettleQuik is not responsible for disputes between users and anyone paying them.
- SettleQuik is not responsible for third-party outages, downtimes, or technical errors.

These disclaimers should appear on:

- the Terms of Service
- onboarding screens

- the footer of the public website
- the FAQ section
- the user dashboard

Clear disclosure reduces any risk of user confusion and aligns with standard SaaS compliance practices.

## 5. Data Practices and Privacy Compliance

SettleQuik collects only non-sensitive data categories, including:

- email address
- profile username
- public payment links
- optional branding information
- website analytics (page views, clicks, device type, IP region)
- subscription billing information processed through Stripe

Stripe handles all sensitive credit card data independently. SettleQuik never sees, stores, or transmits full card numbers or bank details.

Because SettleQuik does not collect or store regulated financial data, the platform does not fall under PCI obligations and is not subject to banking-level security protocols. The primary areas of privacy compliance involve standard SaaS practices, such as implementing a lawful basis for data collection, maintaining a privacy policy, and offering users access rights consistent with applicable state and federal privacy laws.

Your existing structural approach supports compliance with U.S. privacy laws and international expansion with manageable adjustments.

## 6. Age Restrictions and Compliance Rationale

All major payment platforms require users to be 18 or older. Because SettleQuik exists solely as a layer on top of these external accounts, the 18+ requirement is sound and necessary.

SettleQuik should ensure the age-attestation process includes:

- a mandatory checkbox stating “I am at least 18 years old”
- clear language that accounts will be terminated if the user is under 18
- a rapid response protocol for the removal of minor accounts

This protects the platform from secondary liability regarding minors accessing payment accounts.

## 7. Recommendations for Implementation and Pre-Launch Compliance

To maintain compliance and strengthen risk controls, SettleQuik should implement the following before launch:

1. Add explicit disclaimers on every relevant page.
2. Maintain text-only platform references without any logos or trademarks.
3. Include contract language requiring users to comply with all terms of Venmo, PayPal, Cash App, and Zelle.
4. Add onboarding warnings that inaccurate or fraudulent payment identifiers may result in suspension.
5. Display a clear statement that SettleQuik does not verify or authenticate payment accounts.
6. Retain a strict internal rule against accessing payment credentials or integrating APIs that would provide credential access.
7. Finalize moderation policies prohibiting impersonation, fraud, illegal content, and misuse of payment links.
8. Implement an age-gating attestation consistent with your user policies.
9. Ensure customer support scripts avoid any wording that could imply SettleQuik processes payments.
10. Adopt internal documentation outlining your deep-linking methods and operational separation from payment activity.

These steps will further reduce risk and align the platform with industry best practices.

## Conclusion

Based on the facts you provided, SettleQuik's platform architecture, data design, and operational policies support a strong compliance posture. SettleQuik does not engage in payment processing or money transmission and does not fall within the regulatory framework governing financial services providers. The platform's limited function as a tool for organizing public payment identifiers, combined with strict separation from all payment activity, keeps it outside the scope of regulatory obligations that apply to payment facilitators.

With proper disclaimers, moderation policies, and text-only references to payment platforms, SettleQuik can launch confidently while maintaining compliance with the terms of Venmo, PayPal, Cash App, and Zelle and preserving its non-financial-services classification.

Sincerely,

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Brittany Peck, Esq.

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