



THE AGREEMENT FOR SETTING UP CRYPTO PAYMENT PLUGINS AND APIS OF RIVERPAY#



PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF ‘THE AGREEMENT FOR SETTING UP CRYPTO PAYMENT PLUGINS AND APIS OF RIVERPAY#’ CAREFULLY BEFORE ACCESSING OR USING RIVERPAY SERVICES. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND RIVERPAY.IO.

This Agreement for setting up crypto payment Plugins and APIs of RiverPay# (“Agreement”) is a legal agreement made by and between **Blockchain Commodities DMCC**, duly registered under the laws of UAE under the trade license number **DMCC-819524**, referred to individually and/or collectively hereafter as “we”, “us”, “our” or “RiverPay”; and YOU, referred to individually and/or collectively hereafter as “Merchant” in order for You to receive certain crypto payment gateway services, managing transaction records services, and other business services that may be offered by RiverPay and its affiliates. This Agreement describes the terms and conditions that apply to Your use of the Services. If You do not understand any terms of this Agreement, please contact us before using the Services. You may not access or use any Services unless You agree to abide by all of the terms and conditions of this Agreement.

DEFINITIONS AND INTERPRETATIONS

In this Agreement, the following definitions shall apply:

Agreement – this agreement between RiverPay and the Merchant for the provision of crypto payment plugins and APIs of RiverPay to the Merchant, allowing Him to accept crypto currency as a payment for His goods or services.

API (Application Programming Interface) – a set of routines, protocols and tools developed by RiverPay to provide the Services to the Merchant via a secure internet connection between the Merchant’s system and the RiverPay system.

Applicable Law – all laws (including the requirements of any regulatory authority) applicable to a party or to any Transaction or Refund for the time being in force in any jurisdiction. These include but are not limited to anti-money laundering, anti-bribery, data privacy, tax and consumer protection laws.

Authorization – the process whereby a Merchant requests permission for a Crypto Payment Gateway to be used for a particular purchase of the Merchant Product/Service.

Buyer – any Person who is authorized to use a Crypto Payment Gateway issued to him/her and has ordered products and/or services from the Merchant and has initiated a Transaction in respect of that order.

Confidential Information – any and all information disclosed in a manner clearly indicating its confidential nature or which, in the absence of such indication, would under the circumstances appear to a reasonable person to be confidential or proprietary. Such information shall include but not be limited to information relating to operations, plans, strategies (including but not limited to geographic expansion plans, target customer segment, merchant acquisition strategy, recruitment strategy, and corporate acquisition strategy), concepts, proposals, intentions, know-how, trade secrets, market information, copyright and other intellectual property rights (whether registered or not), software, market opportunities, organizational internal chart, corporate structure chart, details of customers and potential customers, details of competitors and potential competitors, business and/or financial affairs including any such information relating to, disclosed or provided by a RiverPay. For the avoidance of doubt, the fact that the parties entered into this Agreement and that the parties may disclose or may have disclosed information shall be Confidential Information.

Crypto Currency – the currency in which the Transaction is originally offered to the Buyer and submitted to the Merchant.

Crypto Payment Gateway – a payment gateway used in the provision of the Crypto Payment Gateway Service, described in clause 3.1 of this Agreement.

Disclosing Party – the party disclosing or allowing access to any particular item of Confidential Information, or, where appropriate, the party to whom such Confidential Information relates.

Invoice - in order to accept a cryptocurrency payment, you need to create a payment request (“Invoice”) using the Service, based on the amount you want to collect in any of the supported cryptocurrencies. RiverPay's hosted invoice user interface must be displayed to the Buyer during checkout.

Merchant – has the same meaning as “You”.

Merchant’s account - in order to accept a cryptocurrency payment, Merchant should create an account at riverpay.io where he will be asked to submit business-related information and will be granted access to the dashboard of the Merchant Platform.

Merchant Crypto Wallet - Buyers sending cryptocurrency payments and Merchants receiving settlements in cryptocurrency need to have a crypto wallet. Buyers and Merchants may use any cryptocurrency wallet to store their funds, including the Hippo wallet, our other product. RiverPay does not endorse or vouch for the quality or security of any third-party wallets. The wallet owner is solely responsible for safekeeping passwords and private keys used to access their wallet, as well as maintaining the security protocols and updates on devices used to download and use their wallet. If a Buyer or Merchant chooses to use the Hippo wallet, they do so subject to the Hippo Wallet Terms of Use.

Merchant Platform – the secured merchant interface on Riverpay.io’s website where Merchants can access information relating, among others, to the Transactions (such as number of approved Transactions, status of Transaction, Transaction ID, value/amount of Transaction, Crypto currency used during the Transaction). This also includes access to the Merchant’s payment balance.

Merchant Products/Services – goods and/or services which the Merchant is selling on the URLs, and for which the Transactions are submitted for processing by us.

Party - refers to the person(s) or legal entity that has accepted this Agreement and that is using the Services or otherwise exercising rights under this Agreement.

Personal Data – is “any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his physical, physiological, genetic, mental, economic, cultural or social identity of that natural person”. This includes but is not limited to personal and financial details of the Buyer, Merchant’s employees, directors and shareholders (or Merchant itself where it is a sole trader).

Recipient – means in relation to any particular item of Confidential Information a party that receives or otherwise obtains such Confidential Information.

Refund – a full or partial reversal of a particular Transaction, whereby the funds are reimbursed to the Buyer on the initiative or request of the Merchant.

Service(s) – as defined in clause 3 of this Agreement.

Services Fee – various fees that we charge for the provision of the Crypto Payment Gateway Service, as set out in clause 5 of this Agreement .

Software – the collective set of programs and data developed and/or operated by us and provided to the Merchant so that it can receive our Services.

Transaction – a request to us by the Merchant to process the crypto payment request and/or consent of the Buyer to his/her crypto payment service provider in order for the Merchant to receive the crypto payment for goods and/or services purchased by the Buyer.

“He”, “His”, “It”, “Its” – refers to the person(s) or legal entity that has accepted this Agreement and that is using the Services or otherwise exercising rights under this Agreement.

Unsupported Payments - cryptocurrencies, coins, tokens, or blockchain forks that we do not support or process payments for.

URLs – the address of any websites owned and operated by the Merchant where the Merchant accepts, or states that it will accept, payments by Crypto Payment Gateway supported by us in relation to products and/or services which are purchased by the Buyer from the Merchant’s websites.

Use Policy – the “Terms and Conditions” as set out at <https://www.riverpay.io/terms> or as provided to the Merchant in writing (as amended from time to time).

1. SERVICE PROVIDER

For the crypto payment gateway services and the managing transaction records services (in relation to Transactions acquired by crypto holders other than us but which we introduced to the Merchant) that the Merchant receives under this Agreement the service provider is **Blockchain Commodities DMCC** that provides the services under the trademark of RiverPay.

2. CUSTOMER'S SPECIAL COMMITMENTS

Representations and Warranties

You represent and warrant that:

1. The individual accepting these terms on behalf of the Merchant is of the age of majority, and has all necessary power, capacity and authority to bind the Merchant hereto;
2. You have all necessary right, power, authority and ability to enter into and fulfill your obligations under these Terms and your use of the Services;
3. Your business entity is duly organized, validly exists, is in good standing under the laws of the state and country of its formation, and is duly qualified and in good standing in each jurisdiction in which the conduct of its business requires it to so qualify;
4. Your use of the Services will not contravene any applicable international, federal, state or local laws or regulations, including tax laws and regulations;
5. You ensure that your use of the Services does and at all times will comply with all applicable anti-money laundering/anti-terrorist funding compliance laws and regulations, including, without limitation, all OFAC-administered sanctions programs and any other sanctions programs that may apply to you based on the jurisdiction(s) in which you operate your business and serve your customers;
6. Your use of the Services will violate neither these Terms nor any other applicable terms of use; and
7. All information that you have provided to us, and may from time to time provide to us, is and shall continue to be true and complete, and shall be timely updated and corrected to maintain its status as true and complete.

Prohibited Use and Business

1. Prohibited Use

In connection with your use of the Services, and your interactions with other users and third parties, you agree you will not engage in the following Prohibited Uses. This list is non-exhaustive and we reserve the right to modify it at any time. It is within our sole discretion to determine whether an activity falls into one of these categories. If you are uncertain as to whether or not your use of the Services involves a Prohibited Use or have questions about how these requirements apply to you, please contact us at riverpay.io/#contact.

- ❖ **Unlawful Activity:** Actions which violate, or would assist in violation of, any law, statute, ordinance, or regulation, including applicable sanctions programs, or which would involve proceeds of any unlawful activity; activity which would publish, distribute or disseminate any unlawful material or information.
- ❖ **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to our computer systems, networks or sites that contain viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to our computer systems, networks or sites or our other customers' Accounts, computer systems or networks connected to us, through any other means; interfere with another individual's or entity's access to or use of the Services; use information of another party to access or use our computer systems, networks or sites, except in the case of specific Merchants which are specifically authorized by a user to access such user's

Account and information; transfer your Account access or rights to your Account to a third party, unless by operation of law or with the express written permission of RiverPay; or harvest or otherwise collect information from our computer systems, networks or sites about others, including without limitation email addresses, without proper consent.

- ❖ Abusive Actions Against Others: Actions which defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hateful or violent acts against others.
- ❖ Fraud: Actions which operate to defraud us, our users, or any other person; provide any false, inaccurate, or misleading information to us.
- ❖ Intellectual property infringement: Transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of any RiverPay intellectual property, name, or logo, including use of RiverPay trade or service marks, without express consent from RiverPay or in a manner that otherwise harms RiverPay or any RiverPay brand; any action that implies an untrue endorsement by or affiliation with RiverPay.

2. Prohibited Business

In addition to the Prohibited Uses, the following categories of businesses, business practices, and items for sale are prohibited from the Services. Most Prohibited Business categories are imposed by the requirements of UAE regulators. This list is non-exhaustive and we reserve the right to modify it at any time. It is within our sole discretion to determine whether an activity falls into a Prohibited Business category. If you are uncertain as to whether or not your use of the Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us at riverpay.io/#contact.

- ❖ Drugs and drug paraphernalia (e.g., narcotics, controlled substances, and any equipment designed for making or using drugs);
- ❖ Marijuana/cannabis dispensaries and related products and businesses;
- ❖ Weapons, munitions, gunpowder and other explosives (including fireworks);
- ❖ Toxic, flammable, and radioactive materials;
- ❖ Pseudo-pharmaceuticals;
- ❖ Substances designed to mimic illegal drugs;
- ❖ Sexually explicit content;
- ❖ Sexually-related services;
- ❖ Pyramid and investment schemes, multi-level marketing schemes, and other unfair, predatory or deceptive practices;
- ❖ Items used for speculation or hedging purposes (such as derivatives);
- ❖ Credit and collection services;
- ❖ Items that infringe or violate any intellectual property rights such as copyrights, trademarks, trade secrets, or patents, including counterfeit or unauthorized goods;
- ❖ Products and services with varying legal status;
- ❖ Transactions that disclose the personal information of third parties in violation of applicable law; and
- ❖ Transactions related to cloud-mining.

3. Restricted Business

If you engage in any of the following categories of businesses, business practices, and items for sale, you will only be allowed to transact as expressly authorized by us and may be required to agree to additional conditions, make supplemental representations and warranties, complete enhanced onboarding procedures, and operate subject to restrictions. This list is non-exhaustive and we reserve the right to modify it at any time. It is within

our sole discretion to determine whether an activity falls into one of these categories. If you are uncertain as to whether or not your use of the Services involves a Restricted Business, or have questions about how these requirements apply to you, please contact us at riverpay.io/#contact.

- ❖ Charitable organizations;
- ❖ Religious/spiritual organizations;
- ❖ Money Services Business;
- ❖ e-Wallets;
- ❖ Foreign and currency exchange services;
- ❖ Sale or trade of cryptocurrencies;
- ❖ Transactions associated with purchases of annuities or lottery contracts, lay-away systems, banking, offshore banking, transactions to finance, investing, investment related products; and
- ❖ Transactions involving gambling or any activity requiring an entry fee and a prize, including but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, and sweepstakes, if you and your Buyers are located exclusively in jurisdictions where such activities are permitted by law.

3. OUR SERVICES

RiverPay is a cryptocurrency payment gateway that enables you to accept cryptocurrencies as a payment method in exchange for goods or services you sell to your customers (“Buyer”).

RiverPay is not a cryptocurrency exchange, nor does it provide cryptocurrency custody as part of the Services. The Services are only available to businesses that sell products or services and registered charitable organizations that accept donations.

By using the Services, you authorize RiverPay to act as your agent and to take any and all actions that we think are necessary or desirable to provide the Services and to comply with applicable laws and regulations. Payment by a Buyer to RiverPay is considered the same as payment made directly to you and limits the Buyer's outstanding obligations to the extent of the payment.

The services provided by us include crypto payment gateway services, managing transaction records services, and other business services (“Services”). In accepting the Services provided by us the Merchant commits to comply with the terms of this Agreement, Service fee Rules, and the Applicable Law relating to the supply of goods/services by the Merchant.

3.1 Crypto Payment Gateway Service

As part of our crypto payment gateway service we will provide the Merchant with the following services:

- (a) Enabling Transactions to be routed to the relevant Merchant Platform;
- (b) Technical reception of the information regarding the status of Transactions provided by the acquirer;
- (c) Providing information and messaging about the status of the Transaction on the Merchant Platform, including authorization status, clearing and settlement advisement, etc.;
- (d) Processing the collection and/or receiving the crypto funds from the relevant buyers;
- (e) Value dating and crediting the amount of the settled Transaction to the Merchant Crypto Wallet;
- (f) Crypto withdrawal instruction interface;
- (g) Technically enabling an access to the Merchant via the Merchant Platform to the statements relating to the Payouts, Merchant Service Fees, and Deductions levied;

(h) Reconciling of (1) the records and accounts of the entitlement of the Merchant to relevant funds with the records and accounts of the amounts; (2) Transferring out the funds to the Merchant Crypto Wallet;

(i) Technical integration support.

3.2 Managing transaction records service

As part of the managing transaction records service, we will keep track of all transactions from the Merchant's crypto payment acquirer, other than us but to whom we introduced the Merchant to which we already provide the crypto payment gateway service (the "Buyer"), will be recording the Transaction related information and allowing to pay out these funds to other crypto wallets including secondary Merchant Crypto Wallets other than initially registered for receiving the funds.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 The Merchant is obliged to:

- ❖ The Merchant must sign up for RiverPay web platform before it may accept payments.
- ❖ The Merchant acknowledges that it must be verified before it may access or use RiverPay crypto payment gateway in any way, including accepting payments.
- ❖ The Merchant warrants and represents that all KYC Documentation and other information supplied or made available to RiverPay by or on behalf of the Merchant under this Agreement is true, accurate and not misleading.
- ❖ Merchant is responsible for maintaining the confidentiality of his password and account access credentials. Merchant is fully responsible for all activities that occur with the use of his password or account. Merchant should notify us immediately if he becomes aware of any unauthorized use of his password or account or any other breach of his security which may compromise his password or account. Merchant may not allow third parties or unauthorized users to use his account. RiverPay will not be liable for any loss that Merchant may incur as a result of someone else using his password or account, either with or without his knowledge. Merchant should notify RiverPay of a security breach regarding his password or account by emailing info@riverpay.io or contacting RiverPay at riverpay.io/#contact.
- ❖ The Merchant shall mention Crypto as a method of payment each time when a Consumer asks what payment methods or services are accepted by the Merchant.
- ❖ The Merchant shall not use RiverPay crypto payment gateway for any illegal or unauthorized purpose or in a manner that could damage or cause risk to RiverPay business, reputation, personnel, consumers, facilities or to any third party.
- ❖ In case of the client's objectionable situation appearance upon the underpaid or overpaid transactions, Merchant should resolve the issue with the customer by initiating the refund of overpaid amount or ask the customer to complete the transaction by paying the remaining amount in case of underpaid transaction. In case of absence of transaction of payments through the RiverPay, redirect the client to the RiverPay's support service for solving problems.
- ❖ The Merchant is responsible for any discrepancy in the payment amount due to the wrong entry of the payment amount.
- ❖ In case Merchant is willing to permanently or temporarily close the business, he should inform the RiverPay at least one week prior.

4.2. The Merchant has the right to:

- ❖ The Merchant may file a complaint or access support in relation to RiverPay web platform by contacting the Call Center at riverpay.io/#contact.

- ❖ Receive an access to Merchant web platform to monitor turnover and service fee by signing in at riverpay.io

4.3.The Service provider is obliged to:

- ❖ Provide Merchant an access to RiverPay web platform in the period of 3 (three) days from the moment of signing the Agreement.
- ❖ Provide the information of turnover and service fee through RiverPay web platform.
- ❖ Credit the value of each payment accepted by the Merchant and processed by RiverPay, less the Merchant Services Fee to the Merchant web platform according to the paragraph 5 of the present Agreement.

4.4.The Service provider has right to:

- ❖ Provided the Merchant is verified, Company may publish on the App and other websites of RiverPay, the name & location(s) of the Merchant and any other information relating to the Merchant as determined by RiverPay, except as prohibited by law. The launch of each separate marketing activity shall be subject to the prior written approval of both parties.
- ❖ Decline to register the Merchant with RiverPay web platform or grant the Merchant Verified status.
- ❖ Withdraw for any reason the Verified status of the Merchant with or without acknowledgement or notification to the Merchant, including but not limited to by reason of directions given to RiverPay by a regulatory body.
- ❖ RiverPay reserves the right to decline to provide its Services to Merchant or immediately suspend or close his account, without notice, if he learns or reasonably suspects, in its sole discretion, that Merchant will use or have used his account to engage in unlawful or improper activity in violation of applicable laws or regulations, these Terms, and/or our other applicable terms of use, including but not limited to a violation of Section 2, Prohibited Use and Business, or, Restricted Business. RiverPay reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. Additionally, if Merchant's account does not have a paid transaction for more than twelve consecutive months, RiverPay reserves the right to suspend the account and automatically disable processing capabilities. Merchant will receive information about the process to reactivate the account. RiverPay also reserves the right to terminate accounts which receive excessive Buyer complaints.
- ❖ Provide the Merchant with the reports upon the commission of the RiverPay crypto payment gateway according to the form developed by the RiverPay.

5. CHARGES AND SETTLEMENT

- ❖ RiverPay will clear payments from customers to Merchant over the cryptocurrency peer-to-peer payment network and credit Merchant Crypto Wallet on the Merchant Platform, according to Merchant's cryptocurrency preferences that he established in the Business section of the Merchant Platform. Merchant can receive settlements in any of the supported cryptocurrencies to any supported crypto wallet according to the Merchant preferences.
- ❖ In providing the Service, the RiverPay shall receive its commission as follows: the Merchant's customers using the Service shall make the payment for the Merchant's goods and services in cryptocurrencies at an exchange rate (between the digital currency and the fiat currency) which includes the RiverPay's business margin (of a max. 0.5% out of the payment made by the Merchant's customer).
- ❖ RiverPay shall credit the value of each payment accepted by the Merchant and processed by Riverpay, less the Merchant Services Fee to the Merchant's web platform as set out below:

- ❖ Merchant Service Fee: 0.5% of the total transaction value per transaction;
- ❖ Settlement Period: immediately from transaction amount;
- ❖ Special Conditions (if applicable): min transaction amount_____
- ❖ Each amount payable by either party to the other under this Agreement shall be exclusive of any value added or similar tax which is applicable to the payment (if any).
- ❖ RiverPay may add new cryptocurrencies to the Services. Additional cryptocurrencies will be added to the Services on an opt-out basis, such that they will be enabled by default unless you instruct RiverPay to disable them. In addition, there may be circumstances that cause RiverPay to decide to remove a particular cryptocurrency as a payment option.
- ❖ In certain situations when the transaction is underpaid or overpaid, it will result in a “Underpaid” or “Overpaid”. Merchant will automatically receive a notification on RiverPay Merchant Platform in order to claim the underpayment or overpayment.
- ❖ Underpayments occur when a Merchant’s customer sends insufficient funds to fully pay an Invoice. Underpayments cannot fulfill an Invoice in full but the underpayment transaction is credited to Merchant’s account. RiverPay will notify the Merchant of the underpayment on RiverPay Merchant Platform. The Merchant may accept an underpayment transaction or request the customer to complete the transaction. To complete the transaction, the Merchant will need to generate a new Invoice by restarting the checkout process. The new Invoice will provide the Merchant with a new payment amount based on the then-current exchange rate and a new time window in which to complete the payment.
- ❖ Overpayments occur when a Merchant’s customer sends funds in excess of the amount needed to fulfill the Invoice. In such cases, the Invoice passes through the state of being paid in full and is marked as an overpayment. RiverPay will notify the Merchant of the overpayment on RiverPay Merchant Platform. The Merchant should notify the customer about the overpayment and initiate the refund for the excess funds by P2P transfer.
- ❖ Unless explicitly mentioned on our website or in this Agreement, we do not support or process payments for unsupported coins, tokens, or blockchain forks, collectively known as “Unsupported Payments”. Merchant’s customers should not pay a RiverPay Invoice with Unsupported Payments or send Unsupported Payments to a RiverPay address. If a customer transmits Unsupported Payments, the customer may lose any perceived value in the Unsupported Payments. Additionally, RiverPay assumes no responsibility whatsoever with respect to Unsupported Payments and Merchant’s customers will not be able to recover Unsupported Payments from RiverPay. For an overview of currently supported cryptocurrencies, please refer to riverpay.io.
- ❖ If RiverPay needs to conduct an investigation or resolve any pending dispute related to Merchant account, or if required by law, court order, or at the request of law enforcement, RiverPay may delay settlement or restrict access to settlement funds. In the case of a delayed settlement, RiverPay will strive to promptly inform Merchant, unless prohibited by court order or law enforcement. RiverPay will not be liable to Merchant for any damages or harm caused as a result of such delayed settlement or restricted access. Unless required to delay settlement by law, RiverPay is committed to not delay or restrict settlement unnecessarily, and if partial delay or restriction is possible, RiverPay will only partially delay or restrict. Once the reasons for delayed settlement or restricted access to settlement funds can be reasonably proven to have been resolved, RiverPay will pay the full amount of such funds to the Merchant without undue delay.
- ❖ Merchant will have access to account information detailing his crypto assets, transaction and settlement history through the Merchant Platform.
- ❖ In case the Merchant wishes to withdraw his settlements in local fiat currency he needs to make sure that his crypto wallet used for settlement from RiverPay supports fiat withdrawals.

- ❖ In case the Merchant settlement preference includes cryptocurrency settlement, any supported cryptocurrency accepted by RiverPay on Merchant's behalf must be settled to a cryptocurrency wallet that Merchant provides. Payments in any of the supported cryptocurrencies will be sent to Merchant's designated wallet address and provided that the settlement minimum is met. RiverPay is not liable for any losses incurred as a result of improperly reported or designated wallet addresses that Merchant provides. Merchant assumes the volatility risk of the cryptocurrencies in which settlement occurs. Absent a written agreement to the contrary, RiverPay's Services do not include cryptocurrency custody.
- ❖ RiverPay is not responsible for, and cannot assist with recovery of, a loss of cryptocurrency funds incurred by a Merchant or Buyer if a Merchant's crypto wallet is compromised, for example due to loss of or unauthorized access to private keys, accidental sharing of a backup, a bug in the user's device or the wallet software, or a malicious attack on the wallet software.

6. MISCELLANEOUS

- ❖ You agree to indemnify RiverPay, its affiliated and related entities, and any of its officers, directors, employees and agents from and against any claims, costs, losses, liabilities, damages, expenses and judgments of any and every kind (including, without limitation, costs, expenses, and reasonable attorneys' fees) arising out of, relating to, or incurred in connection with any claim, complaint, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises or relates to any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms.
- ❖ EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, WE PROVIDE THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SERVICES WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT). WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICES (AND OUR WEBSITE): WILL OPERATE ERROR-FREE OR THAT DEFECTS OR ERRORS WILL BE CORRECTED; WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE, UNINTERRUPTED OR SECURE AT ANY PARTICULAR TIME OR LOCATION; ARE FREE FROM VIRUSES OR OTHER HARMFUL CONTENT. WE DO NOT ENDORSE, WARRANT, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED OR ADVERTISED BY A THIRD PARTY THROUGH THE SERVICES OR THROUGH OUR WEBSITE, AND WE WILL NOT BE A PARTY TO NOR MONITOR ANY INTERACTIONS BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.
- ❖ EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE ACCEPTANCE SERVICES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT WE KNEW THAT SUCH DAMAGE MAY HAVE BEEN INCURRED. FOR CUSTOMERS CONTRACTING WITH RIVERPAY, WHILE THIS LIMITATION OF LIABILITY DISCLAIMS LOST PROFITS AND OTHER INDIRECT DAMAGES, RIVERPAY DOES NOT OTHERWISE EXCLUDE ITS LIABILITY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- ❖ RIVERPAY IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER

UNAUTHORIZED ACCESS OR USE OF THE ACCEPTANCE SERVICES, YOUR ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN.

- ❖ RIVERPAY IN NO EVENT WILL BE LIABLE FOR ANY DAMAGES ARISING IN CONNECTION WITH THE ACCEPTANCE SERVICES OR THESE TERMS EXCEED THE FEES EARNED BY RIVERPAY IN CONNECTION WITH MERCHANT'S USE OF THE SERVICES DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- ❖ Merchant is solely responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with the use of the Services. Merchant also is solely responsible for collecting, withholding, reporting, and remitting correct taxes to the appropriate tax authorities. RiverPay is not obligated to nor will determine whether taxes apply, nor calculate, collect, report, or remit any taxes to any tax authorities arising from any transaction.

7. CONFIDENTIALITY

- ❖ The Parties have agreed to maintain secrecy regarding all confidential information which they have learned in connection herewith and the disclosure of which to third parties could inflict material or non-material damage on the other Party.
- ❖ The Parties have agreed that confidential information shall denote information which is not readily available in commercial circles and which each party protects as necessary, whereby such information shall include all business, marketing, legal, commercial, and technical information, specifications, functionalities, plans, blueprints, data, computer programs or parts thereof, information contained in documents and presentations pertaining or related to the performance hereunder, including trade secrets and information provided during pre-contractual negotiations. The Parties have agreed that confidential information pursuant to this article of the Agreement shall also include the fact that the Parties have concluded this Agreement and all the terms and conditions thereof.
- ❖ The respective confidentiality obligations shall not pertain to information which a) at the time of their use have been publicly known, or became publicly known otherwise than through a breach of obligations of this Agreement; b) have been known to the recipient prior to its receipt from the other Party (as shown by the recipient's own records or other qualified evidence); c) will be requested by a court of law, the prosecutor's office, or another public administration body in accordance with the law; d) will be provided within the necessary scope to legal, tax, and/or economic advisors of the Party (who are bound by a legal or contractual confidentiality obligation) in order to provide legal, tax, and/or economic consulting; e) will be provided within the necessary scope to employees or associates of the Party to perform the obligations arising out of this Agreement.
- ❖ A party's "Confidential Information" is defined as any information of the disclosing party, which: (a) if disclosed in a tangible form is marked as "Confidential" or "Proprietary" or if not so marked, should be reasonably understood by the receiving party from the context of disclosure or from the information itself, to be confidential; (b) if disclosed orally or visually is declared to be confidential or, if not so declared, should be reasonably understood by the receiving party from the context of disclosure or from the information itself to be confidential; or (c) is designated as Confidential Information in these Terms. Confidential Information shall include without limitation, information accessed via the RiverPay API, technical specifications and processes of each party, and all Merchant data. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than solely as required and necessary to perform its obligations under these Terms. Such restrictions shall not apply to

Confidential Information that: (a) is known by the recipient prior to the date of disclosure by the disclosing party; (b) becomes publicly known through no act or fault of the recipient; (c) is received by recipient from a third party without a restriction on disclosure or use; or (d) is independently developed by recipient without reference to or knowledge of the Confidential Information.

6. TERMS OF VALIDITY, CHANGES AND CANCELLATION OF THE AGREEMENT

- ❖ The Agreement comes into force from the moment of its subscription.
- ❖ This Agreement has been concluded for an indefinite period of time.
- ❖ RiverPay may make changes to these Terms from time to time, and if it does, RiverPay will notify Merchant by revising the date at the top of the Terms. RiverPay will provide email or similar notification if material changes are made to these Terms. Unless otherwise noted, the amended Terms will be effective immediately, and Merchant's continued use of the Services will confirm his acceptance of the changes. If the Merchant does not agree to the amended Terms, he must stop using the Services.
- ❖ Neither party will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, non-performance of our vendors or suppliers, acts of God, pandemics, or other causes over which the respective party has no reasonable control; provided that the party has procedures reasonably suited to avoid the effects of such acts.
- ❖ The present Agreement can be canceled unilaterally according to application of one of the parties in 30 (thirty) days after the receiving of the letter by another party. If the cancellation is caused by a breach of the Agreement obligations by one of the parties – in 10 (ten) days.
- ❖ The termination of the Agreement does not release the parties from responsibility for its breach.

The Merchant also agrees that RiverPay's Terms of Use are incorporated by reference into this Agreement and provides additional terms and conditions related to the Services.

The Merchant hereby declare that this Agreement demonstrates his true and free will, and in witness of his consent to all of the Articles hereof he signs this agreement by accepting its digital version at riverpay.io website.