

END USER AGREEMENT

This End User Agreement (this “**Agreement**”) is by and between the individual or legal entity identified on the Order Form (“**You**” or “**Your**” or “**End User**”) and PCI Pal (U.S.), Inc., a Nevada corporation (“**PCI Pal**”) and governs the use of an interactive, caller-accessed PCI DSS compliant payment processing platform (“**Platform**”) and related implementation and support services (“**Services**”) (collectively the “**PCI Pal Offering**”).

PCI PAL PROVIDES THE PCI PAL OFFERING, INCLUDING THE SOFTWARE, SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT END USER ACCEPTS AND COMPLIES WITH THEM. BY ACCESSING OR USING THIS OFFERING YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT END USER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF END USER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF END USER AND BIND END USER TO ITS TERMS. IF END USER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACCESS THE PCI PAL OFFERING OR DOCUMENTATION.

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in this Section 1.

- a. “**Documentation**” means any specifications, technical manuals and other materials provided by or made available by PCI Pal relating to the Software.
- b. “**Effective Date**” means the date on which End User first access or otherwise uses the PCI Pal Offering.
- c. “**Governing Law Table**” means the governing law table which determines the governing law applicable to this Agreement, available here: <https://legal.pcipal.com/termsandconditions.html#governinglaw>;
- d. “**Improvements**” means any improvement on, modification or alteration of, or enhancement to any part or all of the PCI Pal Offering or any matter relating to the PCI Pal Offering whether directly or indirectly.
- e. “**Order Form**” means the order form filled out and submitted by or on behalf of End User, or given to PCI Pal by Reseller, for End User’s purchase of access rights for the Software and PCI Pal Offering granted under this Agreement.
- f. “**Reseller**” means the third party entity that is authorized by PCI Pal to engage in the marketing and resale of PCI Pal Offerings to End Users.
- g. “**Software**” means the software to operate and provide the Platform, including all Source Code thereof.
- h. “**Source Code**” means a fully documented human-readable source code form of the Software sufficient to allow a reasonably skilled programmer to understand the design, logic, structure, functionality, operation and features and to use, operate, maintain, modify, support and diagnose errors.
- i. “**Territory**” means United States and Canada.

2. **Access Rights.**

- a. **Rights Granted.** Subject to the terms and conditions of this Agreement, PCI Pal hereby grants End User a non-exclusive, non-transferable, non-distributable access to the PCI Pal Offering. All such access to any PCI Pal Offerings shall be solely for in connection with End User’s internal business operations and for no other purpose. PCI Pal, through its Reseller, may also provide End User any Documentation to be used by End User in accessing and using the Services. You shall comply with this acceptable use policy available here: <https://www.pcipal.com/acceptable-use-policy/>

- b. **Rights Reserved.** PCI Pal reserves all license rights not expressly granted under this Agreement. This Agreement does not convey to you an interest in or to the Software, but only a limited right of access revocable in accordance with the terms of this Agreement. You acknowledge that PCI Pal retains ownership of all intellectual property rights that are embodied in or practiced by the Software. No title to any copy of the Software, nor title to any intellectual property rights therein, is transferred to you by this Agreement.
- c. **Limitations and Restrictions.** You shall not act outside the scope of the access rights that are expressly granted by this Agreement. You shall not (and shall not allow any third party to): (i) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive Source Code from any encrypted or encoded portion of the Software, in whole or in part, nor will you use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the Source Code of the Software or encourage or permit others to do so; (ii) create, develop, license, install, use, or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights that violate the technical restrictions of the Software, and the terms of the Agreement; (iii) remove, modify or conceal any product identification, proprietary, copyright or other notices contained in the Software; (iv) modify or create a derivative work of any encrypted or encoded portion of the Software, or any other portion of the Software; (v) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (vi) merge the Software with other software; (vii) distribute, digitally transmit, publicly perform, publicly display, sublicense, lease, rent, loan, pledge, permit a lien upon, or otherwise transfer or assign to any third party the Software or any of your rights under this Agreement; (viii) permit third parties to benefit from the use or functionality of the Software, via a timesharing, service bureau or other arrangement, nor provided access to the Software to any third party in the nature of an application service provider, except to the extent such use is expressly specified in Section 2.a. hereof, including the right to use the Software incidental to the offering of your own services to your customers; or (ix) use the Software in any manner that is inconsistent with the Documentation or this Agreement.
- d. **Applicable Law.** End User shall only access and use the PCI Pal Offering for lawful purposes and shall comply with all applicable laws, rules and regulations in connection with its use of the PCI Pal Offering or otherwise using its access rights granted hereunder. Without limiting the generality of the foregoing, You may not export or re-export the Software (in whole or in part) or Documentation (in whole or in part) outside the Territory, and in all cases only in compliance with applicable export laws and regulations. You shall reimburse PCI Pal for attorneys' fees and court costs incurred in connection with any lawsuit brought by PCI Pal in which a court or arbitrator finds that You have breached any provisions of this Section 2.d.

3. **Documentation.** PCI Pal or Reseller may provide or otherwise make available to End User the Documentation associated with the PCI Pal Offerings. End User shall only use the Documentation in connection with its permitted use of the PCI Pal Offerings. End User shall not copy, redistribute, transfer, modify, translate, adapt, publicly display, perform, create derivative works from, assign, or in any way use the Documentation except for the purposes necessary pursuant to this Agreement.
4. **IP Rights in the PCI Pal Offerings and Feedback.** The PCI Pal Offerings are made available on a limited access basis, and no ownership right is conveyed to You, irrespective of the use of terms such as "purchase" or "sale." PCI Pal and our licensors have and retain all right, title and interest, including all intellectual property rights, in and to the PCI Pal Offering. From time to time, you may choose to submit means comments, questions, ideas, suggestions or other feedback relating to the PCI Pal Offering, any support provided or any other services provided to you in connection with your use of the PCI Pal Offering ("**Feedback**") to PCI Pal. By submitting any Feedback to PCI Pal, you hereby grant PCI Pal the rights and license to freely use, copy, disclose, license, distribute and exploit such Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered Your Confidential Information, and nothing in this Agreement limits PCI Pal's right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

5. **Collection and Use of Service Information.** End User acknowledges that PCI Pal may, directly or indirectly, collect and store de-identified, anonymized and aggregated information, or service and meta data regarding use of the PCI Pal Offerings, including the Software, and about equipment through which the Platform is accessed or used. End User agrees that PCI Pal may use such information for any purpose related to any use of the PCI Pal Offerings, including the Software, including, without limitation, improving the performance of the Software or developing Improvements, and verifying compliance with the terms of this Agreement and enforcing PCI Pal's rights, including all intellectual property rights in and to the PCI Pal Offering, including the Software. This information shall not include personal or confidential information.

6. **Purchases through Reseller.** If you make any purchases through a Reseller, then the following terms apply to You. You will pay the applicable amounts to Reseller, as agreed between You and the Reseller. PCI Pal may suspend or terminate Your rights to use the PCI Pal Offerings if PCI Pal does not receive the corresponding payment from Reseller. All order details will be stated in the order placed with PCI Pal by Reseller on Your behalf, and Reseller is responsible for the accuracy of any such Order as communicated to PCI Pal. Reseller shall be solely responsible for refunding any amounts to You. Resellers are not authorized to modify this Agreement or make any representations, warranties, promises or other commitments on behalf of PCI Pal. PCI Pal shall not be bound by any obligations to you other than as set forth in this Agreement.

7. **Term and Termination.**

a. **Term.** Unless terminated earlier as provided herein, this Agreement shall commence on the Effective Date and shall continue for the period as set forth in the Order Form.

b. **Termination.** This Agreement and your access rights to the PCI Pal Offering will terminate automatically upon Your breach any of the terms of this Agreement and failure to cure such breach (if such breach is capable of cure) within fifteen (15) days of PCI Pal or Reseller notifying you.

c. **Effects of Termination; Survival.** Upon termination or expiration of this Agreement, You shall immediately cease all access or use of the PCI Pal Offering. All defined terms and Sections 1, 2.b., 4, 5, 7.c., 9, 10, 12 and 13 shall survive termination or expiration of this Agreement.

8. **Third Party Software.** The Software may contain or be accompanied by certain third party software (including software that is included for use solely at your option) that is provided to you under terms and conditions that are different from this Agreement ("**Third Party License Agreement**"). Your use of such software is subject to the provisions of those Third Party License Agreements as well. Neither PCI Pal nor Reseller will be responsible or liable in any way including for the functions, substance, or style of such third party software.

9. **Disclaimer.** PCI PAL MAKES NO WARRANTIES RELATING TO THE PCI PAL OFFERINGS, EXPRESS OR IMPLIED. PCI PAL DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE.

10. **Limitation of Liability.** REGARDLESS OF THE NATURE OF THE CLAIM OR LEGAL THEORY OF LIABILITY (INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION OR OTHER CONTRACT OR TORT CLAIM), AND EVEN IF PCI PAL KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE, IN NO EVENT WILL PCI PAL HAVE LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING CLAIMS FOR LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION. PCI PAL'S MAXIMUM MONETARY LIABILITY WITH RESPECT TO THIS AGREEMENT, FOR ALL CLAIMS IN AGGREGATE, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (U.S. \$50,000). THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE THAT THIS PARAGRAPH IS AN ESSENTIAL PART OF THIS AGREEMENT, ABSENT WHICH THE ECONOMIC TERMS AND OTHER PROVISIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

11. **Support and Maintenance.** Reseller will make available certain support services related to the applicable PCI Pal Offering. You acknowledge that PCI Pal has no obligation under this Agreement to provide technical support and/or maintenance services of any kind for the PCI Pal Offering. Notwithstanding the foregoing, if your agreement with Reseller stipulates that PCI Pal is responsible for support and maintenance, then such support will be provided in accordance with the Service Level Agreement available here: <https://www.pcipal.com/pci-pal-sla-standard-2023-v1-1-002/>
12. **Confidentiality. "Confidential Information"** means any proprietary information of a party to this Agreement disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") whether in oral, written, graphic, machine readable, or other tangible form that would reasonably be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including without limitation the Software, and the terms and conditions of this Agreement, in each case whether or not marked as "Confidential", "Proprietary", or other similar designation. Confidential Information will not include any information that (a) was publicly known and made generally available prior to the time of disclosure, (b) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party, (c) is already in the possession of Receiving Party at the time of disclosure, (d) is obtained by the Receiving Party from a third party on a non-confidential basis without a breach of such third party's obligations of confidentiality, or (e) is independently developed by the Receiving Party without use of or reference to Confidential Information of the Disclosing Party. The Receiving Party will (i) treat as confidential all Confidential Information, (ii) not disclose such Confidential Information to any third party, except to its employees who have a need to know such information for the purposes of performing hereunder, and subject to a written agreement containing provisions substantially as protective as the terms of this Section, and (iii) will not use such Confidential Information except in connection with performing its obligations under this Agreement. The Receiving Party may disclose Confidential Information if required by law so long as it provides the Disclosing Party prompt written notice of such requirement prior to disclosure and assistance in obtaining an order protecting such information from public disclosure.
13. **Personal Data** You agree to allow PCI Pal to store and use Your contact information, including names, phone numbers, and e-mail addresses in accordance with PCI Pal's privacy policy (<https://www.pcipal.com/en/privacy-policy/>). PCI Pal may receive or have access to personally identifiable information of individuals ("PII"), but will not process, use or transfer any such PII except as instructed by End User and otherwise in accordance with the Data Privacy and Security Addendum available here: <https://legal.pcipal.com/privacy-center.html#dpsa>. For data processing subject to European privacy laws, You are the data controller and PCI Pal is the data processor.
14. **PCI DSS Compliance** The following words have the following meanings: (i) "Cardholder Data" shall have the meaning provided in the PCI DSS, which shall include all data elements described therein; and (ii) "PCI DSS" shall mean the Payment Card Industry Data Security Standard, as such may be amended, modified, supplemented, or replaced from time to time.
- a. In connection with its performance of the PCI Pal Offerings hereunder, PCI Pal acknowledges that PCI Pal: (i) is responsible for the security of any and all Cardholder Data that PCI Pal, at any time, stores, processes, transmits, or possesses; and (ii) shall comply with the PCI DSS; and (iii) shall comply with the Data Privacy and Security Addendum available here: <https://legal.pcipal.com/privacy-center.html#dpsa>
- b. You acknowledge and agree that: (i) you are responsible for the security of any and all Cardholder Data that you, at any time, store, process, transmit, or possess outside of the PCI Pal Offering; and (ii) it shall, at all times, comply with the PCI DSS.
- c. PCI Pal shall remain as being compliant with the PCI DSS to the extent applicable and required by the PCI DSS.
15. **Miscellaneous**
- a. You acknowledge that the PCI Pal Offerings are online, subscription based products, and that PCI Pal may issue changes to the PCI Pal Offerings, including Improvements, and PCI Pal may update the Documentation

accordingly. Subject to any existing obligations, PCI Pal can discontinue any PCI Pal Offerings or any portion or feature of any PCI Pal Offerings for any reason at any time without liability to you.

- b. If required by applicable law, PCI Pal will provide You with the interface information needed to achieve interoperability between the Software and another independently created program. PCI Pal will provide this interface information at Your written request. You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which PCI Pal makes such information available.
- c. Neither of the parties shall be considered in default of performance under this Agreement to the extent that such performance is delayed or prevented by pandemics, epidemics, fire, flood, earthquake or similar natural disasters, riot, war, terrorism, civil strife, labor disputes or disturbances, material shortages or rationing, governmental regulations, communication or utility failures, or casualties to the extent such default is beyond the reasonable control of such party.
- d. End User acknowledges that a breach by End User of any confidentiality or proprietary rights provision of this Agreement may cause PCI Pal irreparable damage, for which the award of damages may not be adequate compensation. Consequently, PCI Pal may institute an action to enjoin End User from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and PCI Pal may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which PCI Pal may be entitled at law or in equity.
- e. The headings of Sections of this Agreement are for convenience only and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."
- f. This Agreement, together with the Order Form, is the complete agreement between you and PCI Pal regarding the use of the PCI Pal Offering and Documentation.
- g. End User may not assign its rights or delegate its obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of PCI Pal. PCI Pal may freely assign its rights or delegate its obligations, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of End User. Any other attempted assignment or delegation without the prior written consent of PCI Pal will be null and void. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns. For purposes of this Section, a change of control shall constitute an assignment.
- h. Any delay by a party in exercising in any respect any right provided for in this Agreement, shall not be deemed a waiver of the subject right or any further right under this Agreement. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. Any waiver of any provision of this Agreement will be effective only if in writing and signed by the party waiving compliance.
- i. If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- j. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, shall be governed the Governing Law Table. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted.

