

FroogalPay® END-USER LICENSE AGREEMENT

THIS FROOGALPAY, LLC d/b/a FROOGALPAY END-USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL CONTRACT BETWEEN you and your affiliates or "Client" or "You" or "Your"), AND FROOGALPAY, LLC. ("FroogalPay", "we", "us", "our") FOR THE "FROOGALPAY SOLUTION. BY DOWNLOADING, INSTALLING, ACCESSING, OR OTHERWISE USING THE FROOGALPAY SOLUTION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT SHALL BECOME EFFECTIVE ONLY AFTER YOUR ACCOUNT (AS DEFINED BELOW) IS ACTIVATED BY US.

YOU ACKNOWLEDGE THAT THE FROOGALPAY SOLUTION IS MERELY A CONDUIT FOR PAYMENT TRANSACTIONS AND THAT YOU WILL NEED TO ENTER INTO A SEPARATE, THIRD PARTY PROCESSING AGREEMENT FOR MERCHANT AUTHORIZATION, CLEARING AND SETTLEMENT OF PAYMENT CARD TRANSACTIONS. YOU FURTHER ACNOWLEDGE AND AGREE THAT FROOGALPAY SHALL BEAR NO RESPONSIBILITY IN CONNECTION WITH SUCH THIRD PARTY PAYMENT CARD PROCESSING SERVICES.

The FroogalPay Solution is protected by trademark laws, copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The FroogalPay Solution is licensed, not sold.

Capitalized terms used in this Agreement shall have the meanings ascribed in Section 2 below.

1. WHAT WE DO

- 1.1. We have a unified payment system that enables You to accept payment cards from Your customers by using the FroogalPay Solution to connect to third party Processing Entities.
- 1.2. We are not a financial institution, acquiring bank, payment processor or money transmitter business. The chief role of the FroogalPay Solution is to serve as a processing conduit. More specifically, we transmit to Processing Entities information regarding payment card transactions submitted by You at the time of sale; and relay to You notice of their acceptance or refusal as received by such Processing Entities. You, not FroogalPay, will be fully and solely responsible for verifying the accuracy and completeness of all card transactions You submit via the FroogalPay Solution, including determining the appropriate action to be taken for each such transaction (accept, void, or reject). We have no control of, or responsibility for, processing or filling any orders for purchases by Cardholders or for handling any related customer inquiries. Without limiting the effect of any provision of this Agreement, You acknowledge and agree that in providing the FroogalPay Solution, we do not assume any responsibility, liability, risk, oversight, control, or any other direct or indirect involvement with respect to any transaction You may enter into with Cardholders.
- 1.3. Notwithstanding the foregoing, we may, in our sole discretion, monitor Your use of the FroogalPay Solution and disclose such use (including any transaction data, Cardholder information and all other information related to Your business) to the Processing Entities authorized by You for the purpose of engaging in the Transactions contemplated under this Agreement, to law enforcement agencies or other tribunals of competent authority and jurisdiction upon proper inquiry or pursuant to court order or other legal compulsion.

2. Definitions

- 2.1. "Account" means the FroogalPay account associated with Your business and the FroogalPay Solution.

- 2.2. "Agreement" means this FroogalPay End-User License Agreement, including all schedules and documents expressly incorporated hereto, as may be amended or supplemented from time to time.
- 2.3. "Cardholder" means the Person whose name is embossed upon the face of a valid credit or debit card used to make purchases of goods or services from You through the FroogalPay Solution.
- 2.4. "Cure Period" shall have the meaning set forth in Section 9.2.1.
- 2.5. "Customer Data" means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, processed, generated or output by any device, system or network by or on behalf of you or any affiliate with respect to Transactions processed by the FroogalPay Solution, including any and all customer information, customer identification or other customer data, analyses and information and materials resulting from any Transaction processed by use of the FroogalPay System pursuant to this Agreement.
- 2.6. "Claims" has the meaning set forth in section 14.5.
- 2.7. "Codes" has the meaning set forth in section 4.3.
- 2.8. "Data Privacy Requirements" shall have the meaning set for in section 6.2. "Documentation" means FroogalPay user guides, supporting and promotional materials, technical data and any other documentation or material, on whatever media, related to the FroogalPay Solution.
- 2.9. "FroogalPay Solution" means collectively and/or individually the Software, Web Portal; and related services.
- 2.10. "Intellectual Property" shall mean any and all intellectual property rights of any kind or nature worldwide, including without limitation (A) patents, copyrights, trade names, trademarks, service marks, trade secrets, inventions, improvements, databases, formulas, technical developments (whether patentable or not), names and logos, trade dress, technology, know-how, licenses from third persons granting the right to use any of the foregoing, including all registrations and applications for any of the foregoing that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, any rights commonly known as "industrial property rights" or the "moral rights" of authors relating to the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing and all claims, causes of action, or other rights arising out of or relating to any actual or threatened infringement by any Person relating to the foregoing and any other proprietary information whatsoever; and (B) all computer applications, programs and other software in any form, including without limitation, all machine or human-readable source codes, firmware, middleware, all design tools, systems documentation and instructions, databases, and related works.
- 2.11. "Merchant Application" means the form containing, inter alia, Your business information, merchant account information in connection with Processing Entities and License Fee.
- 2.12. "Mobile License Fee" means the amount agreed upon in writing by You and FroogalPay or the relevant reseller for utilizing the FroogalPay Solution. If such writing does not exist, the Mobile License Fee is \$.10 per Transaction, \$.12 per Tokenization Transaction and \$10 per month for utilizing the FroogalPay Solution.
- 2.13. "Modify" shall mean the creation of any enhancements, changes, corrections, improvements, translations, adaptations, revisions, developments, upgrades or updates thereto.

- 2.14. "Operating System" means the operating system software installed on a mobile phone, tablet or any other similar device compatible with the FroogalPay Solution.
- 2.15. "Person" means an individual, partnership, firm, corporation, limited liability company, joint venture, association, trust or other entity excluding any government agency or political subdivision thereof.
- 2.16. "Privacy Policy" means the FroogalPay Privacy Policy published on its website as it is in existence and updated or altered from time to time.
- 2.17. "Software" means payment transaction processing application (whether in binary, machine-readable, object code, source code, human readable or any other form, available on any Operating System or other medium, in all its past, current and future versions, including, without limitation, all Updates, Upgrades and Documentation related thereto) developed by and/or for us, which enables You to access the FroogalPay Solution.
- 2.18. "Term" has the meaning set forth in Section 9.1.
- 2.19. "Third Party Products and Services" means any and all goods and services (other than the FroogalPay Solution), provided to You by any third party, whether directly or indirectly, through or as part of the FroogalPay Solution or otherwise, including, without limitation, the card readers, the Mobile Device, Internet provider, the Operating System, third party programs and applications (including those of Processing Entities) that are downloaded, installed and/or used on Client's Mobile Device or computer.
- 2.20. "Third Party Providers" refers to any entity that supplies Third Party Products and Services.
- 2.21. "Transaction" means any credit or debit operation processed through the FroogalPay Solution whether successful or failed, complete or incomplete, including without limitation, authorizations, deposits, withdrawals, returns, exchanges, adjustments or other.
- 2.22. "Tokenization" is the process of replacing sensitive data with unique identification symbols that retain all the essential information about the data without compromising its security.
- 2.23. "Processing Entities" refers to any entity which processes Your Transaction or sponsors Your merchant account including but not limited to entities that are parties to Client's merchant processing agreement (e.g., acquiring bank, independent sales organization, processor, payment gateway).
- 2.24. "Update" means modifications to the FroogalPay Solution, other than Upgrades, that support new releases of the Operating Systems, bug fixes, workarounds, patches, abridgement, condensation, retrenchment, revision, correction, improvement, enhancement, integration, configuration, customization, expansion, or maintenance updates, as well as changes ensuring increased performance or reliability of the FroogalPay Solution, correction of errors, without however substantially altering the functionality of the FroogalPay Solution or adding new features thereto.
- 2.25. "Upgrade" means changes or additions to the FroogalPay Solution, other than Updates, by which we may introduce new functions or systems improvement to the FroogalPay Solution and that or are developed for general release and are generally available for licensing.
- 2.26. "User" means You and/or any other Person authorized by You to use the FroogalPay Solution under the terms and conditions of this Agreement.

- 2.27. "User Account" means a sub-account to the Client's Account, created by You for each User in order to enable the latter to use the FroogalPay Solution in accordance with this Agreement.
- 2.28. "Web Portal" means the secured website operated by us through which You and other Users manage Users, access reports and use the services and other features described in the Documentation, the whole subject to the terms and conditions of this Agreement.

3. ESSENTIAL THIRD PARTIES

- 3.1. You acknowledge and agree that the FroogalPay Solution may be incorporated into, bundled with, or dependent upon products and services furnished by Third Party Providers. You hereby authorize FroogalPay to bind Licensee to the end-user license agreement proffered by its payment gateway provider(s) for the purpose of establishing Licensee as a customer of its payment gateway provider(s).
- 3.2. Notwithstanding the preceding, under no circumstances will Your obligations under this Agreement be restricted, impaired, invalidated or otherwise affected in any manner whatsoever because of any product or service provided by any Third Party Providers, whether or not these are incorporated into, bundled with or required by the FroogalPay Solution.

4. GRANT OF LICENSES/SERVICES

4.1. Software License

4.1.1. Subject to the terms of this Agreement, we hereby grant to You and each authorized User, a limited, non-transferable, non-exclusive, revocable license to execute the FroogalPay Solution.

4.1.2. You shall not:

4.1.2.1. market, distribute, export, translate, transmit, merge, modify, transfer, adapt, loan, rent, lease, assign, share, sub-license or make available to another Person (save a User) the FroogalPay Solution, in any way, in whole or in part without prior approval from FroogalPay;

4.1.2.2. download, install and/or execute the FroogalPay Solution on any electronic device on which the operating system and/or any other software (commonly referred to as "application" or "app") that has been hacked, rooted, jail-broken, altered, adapted or otherwise modified by You or any other Person without the approval of the manufacturer of supplier of such device

4.1.2.3. use the FroogalPay Solution on a time-sharing, multiple CPU or multiple-user arrangement or in conjunction with any service bureau model except to the extent access is granted to only other authorized Users under this Agreement;

4.1.2.4. reverse engineer, decompile, or disassemble the FroogalPay Solution or electronically transfer it into another language;

4.1.2.5. create any derivative works of any part of the FroogalPay Solution;

4.1.2.6. change or remove any proprietary rights notices or other legal markings which appear in the FroogalPay Solution; (vii) disable, alter or circumvent any security mechanism

contained in the FroogalPay Solution; or (viii) otherwise use the FroogalPay Solution except as contemplated or authorized herein.

4.1.3. All rights not expressly granted in this Agreement are reserved by FroogalPay.

4.2. Web Portal Services

4.2.1. Subject to the terms of this Agreement, we agree to provide You access to the Web Portal and related services. Your access to and use of the Web Portal and related services are personal and may only be exercised by You, authorized Users and their designated representatives. You agree not to resell or allow access to the Web Portal by any other Person without first obtaining the requisite permission in accordance with our procedures.

4.3. Account Creation and Management

4.3.1. FroogalPay will provide You login credentials, user ID and passwords (collectively, "Codes") to a back office. Additional Users may be granted access to the FroogalPay Solution by way of sub-accounts. Each such sub-account will (i) consist of the creation of individual Codes and (ii) be subject to all terms of conditions of this Agreement.

4.3.2. You are solely responsible for (i) the establishment and maintenance of procedures to insure the control and confidentiality of the Codes; and (ii) compliance with any access or identification procedures or security protocols established from time to time by FroogalPay.

4.3.3. FAILURE TO PROTECT THE CODES MAY ALLOW UNAUTHORIZED PARTIES TO ACCESS YOUR FROOGALPAY ACCOUNT. You will be liable for any unauthorized use or misuse of Client's Codes and access to or unauthorized use of the FroogalPay Solution by anyone using Client's Codes. If You believe that any Code or security procedures has or may have become known by an unauthorized person (whether employed by You or not), You agree to immediately notify FroogalPay by telephone and confirm to FroogalPay in writing such oral notification within 24 hours.

4.3.4. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE FULLY AND SOLEY LIABLE FOR ALL ACTIVITIES CONDUCTED ON OR VIA THE FROOGALPAY SOLUTION UNDER YOUR CODE, INCLUDING BUT NOT LIMITED TO THOSE BY USERS.

4.3.5. You understand that we may, at our sole discretion, refuse to process any Transaction that in our opinion is illegal, violates this Agreement or may otherwise cause harm to either of FroogalPay and Processing Entities. We will not be responsible for any damages whatsoever if we refuse to process any such Transaction.

5. WARRANTIES

5.1. You represent and warrant that:

5.1.1. all information provided in connection with this Agreement is true, complete, and properly reflects Client's business, its operations and principals;

5.1.2. You have the power to execute, deliver and perform this Agreement, and that You are duly authorized and will not violate any provisions of law or conflict with any other agreement to which You are subject;

- 5.1.3. You are duly authorized to do business in all jurisdictions in which Client's business requires authorization;
- 5.1.4. if other than a sole proprietorship, You are duly organized and in good standing under the laws of the place of Client's organization;
- 5.1.5. You will use the FroogalPay Solution solely for the purposes allowed under Client's merchant agreement with Processing Entities;
- 5.1.6. You will fully comply with the terms of such merchant agreement with Processing Entities;
- 5.1.7. You will not engage in any factoring with respect to the receivables generated by the Transactions; and
- 5.1.8. You will not, under any circumstances, abuse or fraudulently use the FroogalPay Solution or permit or assist others (including Cardholders) in doing so.

5.2. FroogalPay represents and warrants that:

- 5.2.1. it is and throughout the Term will remain the sole and exclusive legal and beneficial owner and will retain exclusive control (by ownership, license or otherwise) of the entire right, title and interest in and to the FroogalPay Solution, including all intellectual property rights relating thereto;
- 5.2.2. it has and throughout the Term will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder; and
- 5.2.3. when used by You or any authorized User in accordance with this Agreement, the FroogalPay Solution doesn't or will not infringe, misappropriate or otherwise violate any intellectual property right or other right of any third party or fail to comply with any applicable laws and regulations.

6. COMPLIANCE WITH LAWS AND RULES

- 6.1. You agree to comply with all rules and regulations of Visa, MasterCard, Discover, JCB, American Express, and all other such card associations, as they may exist from time to time, and the rules of any debit network or governmental agency having jurisdiction over the subject-matter of this Agreement or the performance of services or use of the FroogalPay Solution ("Rules").
- 6.2. In the event of any inconsistency between any provision of this Agreement and the Rules, the Rules shall govern.
- 6.3. You agree, upon notice, to accept and abide by any amendments or revisions of the Rules.
- 6.4. You will comply with all applicable federal and provincial laws and regulations in any of Client's dealings with respect to the FroogalPay Solution.
- 6.5. Each party represents, warrants and covenants to other that they are and will remain throughout the term of this Agreement, in compliance with obligations pertaining to the collection, use, disclosure, and retention of Cardholder information, including, data security, data integrity and the safeguarding of such information as set out in the Data Privacy Requirements in effect and

as may be amended, supplemented or replaced as well as the Privacy Policy of FroogalPay as in force from time to time.

- 6.6. You agree to maintain appropriate administrative, technical and physical safeguards for the gathering and transmittal of all Cardholder information (i.e., any non-public, personally identifiable information about a Cardholder) and FroogalPay agrees to maintain appropriate administrative, technical and physical safeguards for the processing of all such Cardholder information within or by the FroogalPay Solution.
- 6.7. For the purposes of this Section, the term "Data Privacy Requirements" refers to all applicable laws and Rules relating to privacy, such as the Personal Information Protection and Electronic Documents Act, card association bylaws, operating regulations and rules regarding data security, data integrity and the safeguarding of Cardholder information, including the Payment Card Industry Data Security Standard and similar card association programs, the GDPR in the European Union where applicable, as well as any other reasonable requirements we provide from time to time.

7. FEES AND PAYMENT TERMS

- 7.1. You agree that FroogalPay may debit your bank account for Mobile License Fee within 30 days of receipt of invoice, which will be issued on a monthly basis. You agree that FroogalPay may collect any fees it pays associated with any rejected payment or any other amount owed by You.
- 7.2. You acknowledge that we may waive the right to collect the Mobile License Fee for any given period of time.
- 7.3. Where applicable, You shall pay all required state, provincial and local sales or use taxes, duties, levies and similar charges, as well as any related interest and penalties, unless You have furnished us with a certificate of exemption.
- 7.4. In the event that You wish to dispute any Mobile License Fee paid, You must notify FroogalPay of the dispute within ninety (90) days of the date of the invoice. Failure to provide such notice, shall result in Your foregoing the right to dispute the amount thereof.

8. CHANGES, UPDATES AND UPGRADES

8.1. Availability and Discontinuance

- 8.1.1. We reserve the right, at our sole discretion, to discontinue the sale, distribution and/or support of the FroogalPay Solution at any time, and/or to introduce new versions thereof.
- 8.1.2. Where practicable, we will endeavor to advise You in advance of any such discontinuance of sale, distribution or support of any of the foregoing.
- 8.1.3. You acknowledge and agree that we will not be liable for any losses, fees, damages, charges or penalties whatsoever if we discontinue the sale, distribution or support of the FroogalPay Solution after compliance with Section 8.1.2.

8.2. Updates and Upgrades

- 8.2.1. We reserve the right, at our sole discretion, to issue and make available Updates and/or Upgrades for the FroogalPay Solution.

8.2.2. We will endeavor to notify You when any such Update or Upgrade becomes available.

8.2.3. It may be necessary for You to download and install the Updates and Upgrades in order to continue accessing and using the FroogalPay Solution. Except if expressly provided otherwise in writing, the terms and conditions of this Agreement shall apply to all Updates and Upgrades made available to You.

8.2.4. If the FroogalPay Solution is labeled as an upgrade, You must be properly licensed to use a product identified by FroogalPay as being eligible for the upgrade in order to use the FroogalPay Solution. Except if You have acquired a direct Upgrade, the FroogalPay Solution labeled as an upgrade replaces and/or supplements (and may disable) the product that formed the basis for Your eligibility for the upgrade, and following the upgrade You may use the resulting FroogalPay Solution only in accordance with the terms of this Agreement.

9. TERM, SUSPENSION AND TERMINATION

9.1. This Agreement shall become effective only upon activation of Your Account, and will continue in effect for approximately 30 days unless terminated earlier in accordance with the section immediately below (the "Term"). Unless either party gives 3 days' prior written notice, this Agreement will automatically renew for 30 days.

9.2. In addition to any other express termination right set forth elsewhere in this Agreement, Subject to Your license rights contained in Section 4, which rights shall remain irrevocable by FroogalPay during the Term, Either party may terminate this Agreement or suspend any services related to the FroogalPay Solution upon the other party having violated any provision of this Agreement and failed to cure such breach to the non-breaching party's reasonable satisfaction within five (5) days (the "Cure Period") after receiving a notice of breach.

9.3. You may terminate this Agreement for convenience, upon providing us three (3) days' written notice, in the case of termination, one-day written notice, in the case of a suspension of services.

9.4. Effect of Termination: Upon any termination of this Agreement

9.4.1. All licenses hereunder granted shall terminate, and You (including You all Users) shall immediately cease using the FroogalPay Solution.

9.4.2. You shall return to us or destroy, at our option, all copies of the FroogalPay Solution, any Documentation, as well as any other FroogalPay Property in Your possession.

9.4.3. You will have no right to access or use the FroogalPay Solution.

9.4.4. You shall forthwith pay all sums owing to FroogalPay hereunder.

9.4.5. FroogalPay shall provide reasonable cooperation and assistance to You, upon your written request and at Your expense, in transitioning the terminated services to an alternate service provider.

9.4.6. Nothing in this Section 9 shall limit the rights, remedies available to either party at law, in equity or otherwise.

10. Ownership and Intellectual Property

- 10.1. All title and Intellectual Property Rights in and to the FroogalPay Solution are owned by us or our suppliers, subject only to the limited rights and licenses granted herein to You.
- 10.2. Nothing contained in this Agreement shall be construed as conferring to You any title or rights to the FroogalPay Solution, whether by estoppel, implication, waiver, or otherwise.
- 10.3. As between You, on the one hand, and FroogalPay, on the other hand, you reserve and retain, sole and exclusive ownership of all right, title and interest in and to the Customer Data, including, but not limited to, the identification of all customers and any data or contact information resulting from the Transactions which generated such Customer Data. The Customer Data is Your Confidential Information, and FroogalPay does not have and will not (i) have, acquire or claim any right, title or interest in or to any Customer Data as a result of this Agreement; and (ii) have any right or license to, and shall not, use any Customer Data except solely as and to the extent necessary to perform the services contemplated by this Agreement.

11. INDEMNIFICATION

- 11.1. You hereby agree and undertake to defend, indemnify and hold us harmless from and against any and all claims, losses, judgments, damages, costs, expenses, charges, fees (including without limitation reasonable attorneys' fees), penalties, tax and duty assessments, interest and prejudices arising out of any action, claim, lawsuit, audit, inquiry or any other proceeding brought by any third party in connection with, arising from or related to:

11.1.1. any improper or otherwise prohibited use of the FroogalPay Solution;

11.1.2. any error, mistake, inaccuracy in the content provided to FroogalPay or to any Processing Entity, regardless of the medium of such communication; (iii) any fines, sanctions, penalties or fees that may be levied or imposed by any third party against us the respect to Your gross negligence or willful misconduct; (iv) violation or failure by You to comply with any law, regulation, rule, industry standard, security standard, or card association policies and programs; (v) any third party access and/or use of the FroogalPay Solution through Client's Account and/or Client's User Accounts; (vi) Any breach of this Agreement by You that remains uncured after expiration of the Cure Period provided in Section 9.2.1; or (vii) Any breach of any Privacy Policy or applicable Privacy Laws.

- 11.2. FroogalPay hereby agree and undertake to defend, indemnify and hold You harmless from and against any and all claims, losses, judgments, damages, costs, expenses, charges, fees (including without limitation reasonable attorneys' fees), penalties, tax and duty assessments, interest and prejudices arising out of any action, claim, lawsuit, audit, inquiry or any other proceeding brought by any third party in connection with, arising from: (i) any action by a third party (other than an affiliate of You) to the extent that the FroogalPay Solution, or any use of the FroogalPay Solution, in accordance with this Agreement infringes any intellectual property rights; (ii) any fines, sanctions, penalties or fees that may be levied or imposed by any third party against You with respect to FroogalPay's gross negligence or willful misconduct; (iii) violation or failure by FroogalPay to comply with any law, regulation, rule, industry standard, security standard, or card association policies and programs; or (iv) any breach of this Agreement by FroogalPay that remains uncured after expiration of the Cure Period provided in Section 9.2.1.

12. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- 12.1. YOU ACKNOWLEDGE AND AGREE THAT THE FROOGALPAY SOLUTION IS MADE AVAILABLE TO YOU AND ARE FURNISHED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND ERRORS. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAWS AND REGULATIONS,

THEY ARE MADE AVAILABLE AND FURNISHED WITHOUT ANY REPRESENTATION, WARRANTY, OR CONDITION OF ANY KIND (WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, CONTRACTUAL, EXTRA-CONTRACTUAL, DELICTUAL, LEGAL, STATUTORY, OR IN TORT, WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR THE CONDUCT OR COMMUNICATIONS (WHETHER ORAL, WRITTEN OR OTHERWISE) BETWEEN YOU AND FROOGALPAY, OR WHETHER ARISING AS A RESULT OF THE NATURE OF THIS AGREEMENT OR IN CONFORMITY WITH USAGE, EQUITY OR LAW, OR OTHERWISE), AND WITHOUT ANY WARRANTIES AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR A GENERAL PURPOSE, QUALITY, WORKMANSHIP, HIDDEN DEFECTS, SECURITY, DELIVERY, GOOD STATE OF REPAIR, OBLIGATION TO REPAIR, MAINTAIN, UPDATE OR UPGRADE, OR OTHERWISE, IN EACH CASE WITH RESPECT TO THE FROOGALPAY SOLUTION AND ANY OTHER FROOGALPAY PROPERTY. THE USE OF THE FROOGALPAY SOLUTION IS AT YOUR OWN RISK.

- 12.2. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE FURTHER DENY AND DISCLAIM ANY REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, (I) WITH REGARD TO ANY PROPERTY DAMAGE OF ANY NATURE WHATSOEVER AS THE RESULT OF YOUR ACCESS TO OR USE OF FROOGALPAY SOLUTION, INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM ANY MALWARE, SPYWARE, VIRUSES, TROJAN HORSES, SPAM, "TRAP DOOR," "TIME BOMB," OR "LOGIC BOMB" MECHANISMS OR ANY OTHER HARMFUL MECHANISMS OR COMPONENTS THAT MAY BE TRANSMITTED TO YOU THROUGH THE USE OF OR YOUR ACCESS TO THE FROOGALPAY SOLUTION AND/OR RELATED SERVICES, (II) WITH REGARD TO THE SECURITY AND THE AVAILABILITY OF THE FROOGALPAY SOLUTION, (III) WITH REGARD TO ANY BREACH AND/OR UNAUTHORIZED ACCESS OR USE OF OUR SECURE SERVERS AND/OR OF ANY INFORMATION THEY MAY CONTAIN; (IV) CONCERNING THE PERFORMANCE, OPERATION OR FUNCTIONALITY OF THE FROOGALPAY SOLUTION, (V) THEIR FITNESS FOR USE BY YOU, OR THAT THEY WILL PERFORM OR FUNCTION APPROPRIATELY OR PRODUCE A DESIRED RESULT, OR WILL MEET YOUR REQUIREMENTS OR ANY OTHER REQUIREMENTS, OR THAT THEY WILL SATISFY YOUR OR ANY PARTICULAR BUSINESS, TECHNOLOGICAL, SERVICE OR OTHER NEEDS OR REQUIREMENTS, (VI) THAT THEY WILL BE OFFERED FREE OF ERRORS, FLAWS, BUGS OR INTERRUPTIONS, (VII) THAT THEY ARE COMPATIBLE OR OPERATE IN COMBINATION WITH OR WHEN USED IN CONJUNCTION WITH ANY THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES, SOFTWARE (INCLUDING BUT NOT LIMITED TO CERTAIN OPERATING SYSTEMS), HARDWARE (INCLUDING BUT NOT LIMITED TO CARD READERS), SYSTEMS, NETWORKS, EQUIPMENT OR PAYMENT CARDS, (VII) THAT ANY DEFECTS, PROBLEMS, BUGS OR ERRORS OF THE FROOGALPAY SOLUTION COULD BE OR WILL BE DETECTED AND/OR CORRECTED, (VIII) THAT THE CONTENT OF THE FROOGALPAY SOLUTION WILL BE FREE OF ERRORS, MISTAKES OR INACCURACIES;
- 12.3. YOU ACKNOWLEDGE AND AGREE THAT ALL THIRD PARTY PRODUCTS AND SERVICES (INCLUDING BUT NOT LIMITED TO THOSE PROVIDED BY PROCESSING ENTITIES) ARE NOT PROVIDED TO YOU BY US. FROOGALPAY SHALL HAVE NO LIABILITY WHATSOEVER TOWARDS YOU, USERS, CARDHOLDERS OR ANY OTHER PERSON WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES (INCLUDING, WITHOUT LIMITATION THE PROCESSING ENTITIES), EVEN IF SUCH PRODUCTS OR SERVICES ARE PROVIDED, FURNISHED OR MADE OTHERWISE AVAILABLE THROUGH OR AS PART OF THE FROOGALPAY SOLUTION. WE DO NOT ENDORSE OR MAKE ANY REPRESENTATIONS OR OFFER ANY WARRANTIES WITH REGARD TO ANY SUCH THIRD PARTY PRODUCTS AND SERVICES, THEIR CONTENT OR ANY DOCUMENTATION OR MARKETING MATERIAL ASSOCIATED THEREWITH.
- 12.4. EXCEPT WITH RESPECT A PARTY'S INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS UNDER SECTION 11 ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR

(I) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, GENERAL, AGGRAVATED, PUNITIVE, TREBLE OR EXEMPLARY LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS REVENUE, LOST PROFITS, LOST GOODWILL, FAILURE TO REALIZE EXPECTED SALES OR SAVINGS, LOSS OF DATA, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR (II) ANY LOSS, DAMAGE OR INJURY ARISING OUT OF OR RESULTING FROM ANY AND ALL SECURITY FLAWS, HACKING, ALTERING OR ANY OTHER SOURCE OF UNAUTHORIZED ACCESS OR USE OF THE FROOGALPAY SOLUTION, OUR SYSTEMS, SERVERS AND/OR YOUR ACCOUNT, INCLUDING ANY INFORMATION CONTAINED THEREIN, OR (III) ANY DAMAGES, LOSSES, COSTS, EXPENSES OR FEES, IF YOU (INCLUDING ANY USER), DOWNLOAD, INSTALL AND/OR EXECUTE THE FROOGALPAY SOLUTION ON ANY MOBILE PHONE, TABLET OR ANY OTHER SIMILAR DEVICE (AS THE CASE MAY BE) ON WHICH THE OPERATING SYSTEM AND/OR ANY OTHER SOFTWARE HAS BEEN HACKED, ROOTED, JAIL-BROKEN, ALTERED, ADAPTED OR OTHERWISE MODIFIED BY YOU OR ANY PERSON OTHER THAN THE CARRIER OR THE MANUFACTURER OF SUCH DEVICE.

12.5. EXCEPT WITH RESPECT A PARTY'S INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS UNDER SECTION 11 ABOVE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF FROOGALPAY FOR ALL PAST, PRESENT OR FUTURE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTIONS, REQUESTS, DISPUTES, DISAGREEMENTS, ARBITRATION PROCEDURES, LAWSUITS, JUDGMENTS, DAMAGES, COSTS, EXPENSES, CHARGES, FEES, PENALTIES, ASSESSMENTS, INTEREST, PREJUDICES OR LOSSES (INDIVIDUALLY OR COLLECTIVELY, "CLAIMS") IN RELATION TO OR ARISING UNDER THIS AGREEMENT, THE FROOGALPAY SOLUTION, OR ANY OTHER PRODUCTS OR ANY SERVICES (INCLUDING WITHOUT LIMITATION, FOR BREACH OF CONTRACT, STRICT OR STATUTORY LIABILITY, EXTRA-CONTRACTUAL OR DELICTUAL LIABILITY, TORT (INCLUDING NEGLIGENCE), EXCEED THE AGGREGATE AMOUNT PAID BY YOU FOR FROOGALPAY SOLUTION FEES (AND EXCLUDING ANY AND ALL OTHER FEES).

12.6. NO ACTION ARISING OUT OF ANY BREACH OR CLAIMED BREACH OF THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN THREE MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED. FOR PURPOSES OF THIS AGREEMENT, A CAUSE OF ACTION WILL BE DEEMED TO HAVE ACCRUED WHEN YOU KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE BREACH OR CLAIMED BREACH.

13. Dispute Resolution and Governing Law

13.1. Exclusivity of Arbitration: Each of the parties agree that all issues, claims, and disputes arising from or related to this Agreement (including with third parties who are not parties to this Agreement) shall be referred to and be determined by private, confidential arbitration in Chicago, Illinois before a single arbitrator chosen by the parties at their joint cost.

13.2. Waiver of Class Actions: Notwithstanding any other provision, You hereby irrevocably waive any and all rights to commence or participate in any class action against us and/or any of our suppliers.

13.3. Governing Law: The provisions of this Agreement and the rights of the parties hereunder shall be governed by, interpreted, construed, applied and enforced in accordance with the laws of the Chicago, Illinois.

13.4. No Waiver: Any waiver of, breach, non-compliance, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party

giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

- 13.5. Severability: Should any provision of this Agreement be found to be invalid or unenforceable, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision, and such invalid provision shall be deemed severed and the remainder of this Agreement shall remain in full force and effect.

14. Independent Contractors

- 14.1. You and FroogalPay acknowledge that FroogalPay is an independent contractor and that You and FroogalPay shall not be considered to be in an employee-employer, partnership, or principal-agent relationship.

15. Assignment

- 15.1. You shall not assign this Agreement or any of its rights or obligations hereunder, in whole or in part, without our prior written consent, which consent may not be unreasonably withheld. We may assign or delegate this Agreement, in whole or in part.

16. Force Majeure

- 16.1. Neither Party will be deemed in default of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies, or any other cause beyond the control of such Party ("Force Majeure"), provided that such Party gives the other Party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses the commercially reasonable efforts to cure the delay. In the event of Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure, but not exceeding one (1) month. Force Majeure, however, will not apply to or delay any obligation to make payments required by this Agreement for more than twenty (20) days.

17. Notices and Communication

- 17.1. All written notices and other communications required or permitted under this Agreement can be sent by email, fax or mail. For email, send to FroogalPay at info@FroogalPay.com and we will send to Client at the address that You previously provided.
- 17.2. Any notice or other communication shall be deemed to be deemed given and received: (a) if sent by email or posted, on the date it is transmitted or posted; (b) if sent by registered mail, on the fifth business day following its mailing; and (c) if sent by courier, on the day of delivery.

18. Updates

- 18.1. In its sole and absolute discretion, FroogalPay reserves the right to change the contents of the Terms of Service without notice to you. Use of the FroogalPay Solution after any such change shall constitute your consent to such changes.

19. ACH Authorization

19.1. You hereby authorize FroogalPay to present automated clearing house (ACH) debits and credits to the checking account you previously provided in the amount of fees and other payments due under this Agreement.

19.2. This authorization is to remain in full force and effect until FroogalPay has received written notification of its termination, in such time and in such manner as to afford FroogalPay a reasonable opportunity to act on it and all obligations due FroogalPay under the Agreement have been paid in full. If the bank account is closed, You will notify FroogalPay and this authorization, in any event, will apply to the new account.

20. Entire Agreement

20.1. This Agreement and any schedules or other documents referred to herein, constitutes the entire agreement between the parties hereto with respect to the FroogalPay Solution, and supersedes all prior written or oral agreements, representations and other communications between the parties, and shall inure to the benefit of and be binding upon each of the parties and their respective successors and permitted assigns.

End of END-USER LICENSE AGREEMENT.

FroogalPay® Privacy Policy

Effective Date: June 8, 2020

1. Overview

1.1. [FroogalPay, LLC \("FroogalPay"\)](#) has developed this Privacy Policy to explain how we may collect, retain, process, share and transfer your Personal Data when you visit our Sites or use our Services. This Privacy Policy applies to your Personal Data when you visit Sites or use Services, and does not apply to online websites or services that we do not own or control, including websites or services of other FroogalPay.

1.2. For the avoidance of doubt, this Privacy Policy does not constitute a "framework contract" for the purpose of the EU Payment Services Directive (2007/64/EC) or any implementation of that Directive in the European Economic Area.

1.3. This Privacy Policy is designed to help you obtain information about our privacy practices and to help you understand your privacy choices when you use our Sites and Services. Please note that our Service offerings may vary by region. This Privacy Policy may be supplemented with additional notices depending on the Sites and Services concerned. Supplementary information can be found in the Statement on Cookies and Tracking Technologies and the Banking Regulations Notice,

1.4. We have defined some terms that we use throughout the Privacy Policy. You can find the meaning of a capitalized term in the Definitions section. Please contact us if you have questions about our privacy practices that are not addressed in this Privacy Policy.

2. What Personal Data Do We Collect?

2.1. We collect Personal Data about you when you visit our Sites or use our Services, including the following:

- 2.1.1. When you register to use our Services by establishing an Account, we will collect Personal Data as necessary to offer and fulfil the Services you request. Depending on the Services you choose, we may require you to provide us with your name, postal address, telephone number, email address, and identification information to establish an Account. We may require you to provide us with additional Personal Data as you use our Services;
 - 2.1.2. When you use our Services or access our Sites, for example, to run a transaction through the virtual terminal or collect a payment through invoicing system, we collect information about the transaction, as well as other information associated with the transaction such as amount, amount paid for products or services, merchant information, including information about any funding instruments used to complete the transaction, Device Information and Technical Usage Data; and
 - 2.1.3. When you use our Services or access our Sites, we collect Personal Data you provide us about the other participants associated with the transaction.
 - 2.2. If you request or participate in an optional Site feature, or request enhanced Services or other elective functionality, we may collect additional information from you. We will provide you with a separate notice at the time of collection, if the use of that Personal Data differs from the uses disclosed in this Privacy Policy.
 - 2.3. We obtain information from third-party sources such as merchants, data providers, and credit bureaus, where permitted by law.
 - 2.4. We may collect additional information from or about you when you communicate with us, contact our customer support teams or respond to a survey.
3. Why Do We Retain Personal Data?
 - 3.1. We retain Personal Data in an identifiable format for the least amount of time necessary to fulfill our legal or regulatory obligations and for our business purposes. We may retain Personal Data for longer periods than required by law if it is in our legitimate business interests and not prohibited by law. If your Account is closed, we may take steps to mask Personal Data and other information, but we reserve our ability to retain and access the data for so long as required to comply with applicable laws. We will continue to use and disclose such Personal data in accordance with this Privacy Policy.
 - 3.2. The cookies we use have defined expiration times; unless you visit our Sites or use our Services within that time, the cookies are automatically disabled and retained data is deleted.
4. How Do We Process Personal Data?
 - 4.1. We may Process your Personal Data for a variety of reasons that are justified under data protection laws in the European Economic Area (EEA) and Switzerland.
 - 4.2. To operate the Sites and provide the Services, including to:
 - 4.2.1. initiate a payment, send an invoice, or process a transaction;
 - 4.2.2. authenticate your access to an Account;
 - 4.2.3. communicate with you about your Account, the Sites, the Services, or FroogalPay;
 - 4.2.4. create an account connection between your Account and a third-party account or platform (like payment gateways);

- 4.2.5. perform creditworthiness and other financial standing checks, evaluate applications, and compare information for accuracy and verification purposes; and
- 4.2.6. To manage our business needs, such as monitoring, analyzing, and improving the Services and the Sites' performance and functionality.
- 4.3. To manage risk and protect the Sites, the Services and you from fraud by verifying your identity, and helping to detect and prevent fraud and abuse of the Sites or Services.
- 4.4. To comply with our obligations and to enforce the terms of our Sites and Services, including to comply with all applicable laws and regulations.
- 4.5. For our legitimate interests, including to enforce the terms of our Sites and Services and to manage our everyday business needs, such as monitoring, analyzing.
- 4.6. With your consent, to:
 - 4.6.1. market to you by delivering marketing materials about FroogalPay products and online Services and the products and services of unaffiliated businesses. We may also Process your Personal Data to tailor certain Services or Site experiences to better match our understanding of your interests;
 - 4.6.2. provide personalized Services offered by FroogalPay on third-party websites and online services. We may use your Personal Data and other information collected in accordance with this Privacy Policy to provide a targeted display, feature or offer to you on third-party websites. We may use cookies and other tracking technologies to provide these online services and/or work with other third-parties such as advertising or analytics companies to provide these online services;
 - 4.6.3. respond to your requests, for example to contact you about a question you submitted through our support desk.
- 4.7. You can withdraw your consent at any time and free of charge. See Contact us below on how to reach us and make such a request.**
- 5. Do We Share Personal Data?
 - 5.1. We may share your Personal Data or other information about you with others in a variety of ways as described in this section of the Privacy Policy.
 - 5.2. We may share your Personal Data with members of the FroogalPay family of entities to, among other things, provide the Services you have requested or authorized; to manage risk; to help detect and prevent potentially illegal and fraudulent acts and other violations of our policies and agreements and to help us manage the availability and connectivity of FroogalPay products, Services, and communications.
 - 5.3. We may share Personal Data with third-party service providers that perform services and functions at our direction and on our behalf. These third-party service providers may, for example, provide you with Services, verify your identity, assist in processing transactions, send you advertisements for our products and services, or provide customer support.
 - 5.4. We may share Personal Data with other financial institutions that we have partnered with to jointly create and offer a product.

- 5.5. We may share information with the other participants to your transactions, including other Users you are sending or receiving funds from, and merchants or their service providers when you use the Services to pay for goods or services. The information includes:
 - 5.5.1. Personal Data necessary to facilitate the transaction;
 - 5.5.2. Personal Data to help other participant(s) resolve disputes and detect and prevent fraud; and
 - 5.5.3. Anonymous data and performance analytics to help merchants better understand the uses of our Services and to help merchants enhance Users' experiences.
- 5.6. We may share information about you with other parties for FroogalPay's business purposes or as permitted or required by law, including:
 - 5.6.1. if we need to do so to comply with a law, legal process or regulations;
 - 5.6.2. to law enforcement authorities or other government officials, or other third parties pursuant to a subpoena, a court order or other legal process or requirement applicable to FroogalPay or FroogalPay's corporate family;
 - 5.6.3. if we believe, in our sole discretion, that the disclosure of Personal Data is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity;
 - 5.6.4. to protect the vital interests of a person;
 - 5.6.5. with credit agencies and data processors for credit reference checks and anti-fraud and compliance purposes;
 - 5.6.6. to investigate violations of or enforce a user agreement or other legal terms applicable to any Service;
 - 5.6.7. to protect our property, Services and legal rights;
 - 5.6.8. to facilitate a purchase or sale of all or part of FroogalPay's business;
 - 5.6.9. in connection with shipping and related services for purchases made using a Service;
 - 5.6.10. to help assess and manage risk and prevent fraud against us, our Users and fraud involving our Sites or use of our Services, including fraud that occurs at or involves our business partners, strategic ventures, or other individuals, and merchants;
 - 5.6.11. to banking partners as required by card association rules for inclusion on their list of terminated merchants;
 - 5.6.12. to credit reporting and collection agencies;
 - 5.6.13. to companies that we plan to merge with or be acquired by; and
 - 5.6.14. to support our audit, compliance, and corporate governance functions.
- 5.7. With your consent, we also will share your Personal Data and other information with your consent or direction, including if you authorize an account connection with a third-party account or platform.

5.8. In addition, FroogalPay may provide aggregated statistical data to third parties, including other businesses and members of the public, about how, when, and why Users visit our Sites and use our Services. This data will not personally identify you or provide information about your use of the Sites or Services. We do not share your Personal Data with third parties for their marketing purposes without your consent.

6. International transfers

6.1. Our operations are supported by a network of computers, cloud-based servers, and other infrastructure and information technology, including, but not limited to, third-party service providers.

6.2. The parties mentioned above may be established in jurisdictions other than your own and outside the European Economic Area and Switzerland.

6.3. These countries do not always afford an equivalent level of privacy protection. We have taken specific steps, in accordance with EEA data protection law, to protect your Personal Data.

6.4. In particular, for transfers of your Personal Data within FroogalPay related companies, we rely on Binding Corporate Rules approved by competent Supervisory Authorities.

6.5. Other transfers may be based on contractual protections. Please contact us for more information about this.

6.6. If you make transactions with parties outside the EEA or Switzerland, we are required to transfer your Personal Data with those parties in order to provide the requested Service to you.

7. How Do We Use Cookies and Tracking Technologies?

7.1. When you visit our Sites, use our Services, or visit a third-party website for which we provide online services, we and our business partners and vendors may use cookies and other tracking technologies (collectively, "Cookies") to recognize you as a User and to customize your online experiences, the Services you use, and other online content and advertising; measure the effectiveness of promotions and perform analytics; and to mitigate risk, prevent potential fraud, and promote trust and safety across our Sites and Services.

7.2. Certain aspects and features of our Services and Sites are only available through the use of Cookies, so if you choose to disable or decline Cookies, your use of the Sites and Services may be limited or not possible.

7.3. Do Not Track (DNT) is an optional browser setting that allows you to express your preferences regarding tracking by advertisers and other third-parties.

7.4. We do not respond to DNT signals.

8. What Privacy Choices Are Available To You?

8.1. You have choices when it comes to the privacy practices and communications described in this Privacy Policy. Many of your choices may be explained at the time you sign up for or use a Service or in the context of your use of a Site. You may be provided with instructions and prompts within the experiences as you navigate the Services.

8.2. You may decline to provide Personal Data when it is requested by FroogalPay, but certain Services or all of the Services may be unavailable to you.

8.3. If you authorize an account connection to a third-party account or platform, such as a social media account, you may be able to manage your connection preferences from your Account or the third-party account or platform. Please refer to the privacy notice that governs the third-party platform for more information on the choices you may have.

8.4. You may have options available to manage your cookies preferences.

8.4.1. For example, your browser or internet device may allow you to delete, disable, or block certain cookies and other tracking technologies.

8.4.1.1. You can learn more by visiting AboutCookies.org.

8.4.1.2. You may choose to enable these options, but doing so may prevent you from using many of the core features and functions available on a Service or Site or even the site itself.

8.5. You may have an option regarding the use of cookies and other tracking technologies when you use a Service or visit parts of a Site.

8.5.1. For example, you may be asked if you want the Service or Site to “remember” certain things about you, and we will use cookies and other tracking technologies to the extent that you permit them.

8.6. Choices Relating to Your Registration and Account Information

8.6.1. If you have an Account, you generally may review and edit Personal Data by logging in and updating the information directly or by contacting us. **Contact us** if you do not have an Account or if you have questions about your Account information or other Personal Data.

8.7. Notices, Alerts and Updates from Us

8.7.1. We may send you marketing content about our Sites, Services, products, products we jointly offer with financial institutions, as well as the products and services of unaffiliated third parties and members of the FroogalPay corporate family through various communication channels, for example, email, text, pop-ups, push notifications, and messaging applications.

8.7.2. You may opt out of these marketing communications we send by following the instructions in the communications you receive.

8.7.3. If you have an Account with us, you may also adjust your communication preferences in your Account settings.

8.7.4. For messages sent via push notifications, you may manage your preferences in your device.

8.8. Informational and Other

8.8.1. We will send communications to you that are required or necessary to send to Users of our Services, notifications that contain important information and other communications that you request from us.

8.8.2. You may not opt out of receiving these communications.

9. What Are Your Rights?

9.1. Subject to limitations set out in EEA data protection laws, you have certain rights in respect of your Personal Data.

9.1.1. In particular, you have a right of access, rectification, restriction, opposition, erasure, and data portability.

9.1.2. Please contact us if you wish to exercise these rights.

9.1.3. If you wish to complete an access request to all personal data that FroogalPay holds on you, please note that photo identity will be required to prove your identity.

9.2. If you have an Account with any of our Services, you generally can review and edit Personal Data in the Account by logging in and updating the information directly.

9.2.1. We may use automated decision-making for decisions concerning credit with your consent or where necessary for the entry into or performance of a contract or authorized by Union or Member state law.

9.2.2. Please contact us if you require more information on automated-decision making.

10. How Do We Protect Your Personal Data?

10.1. We maintain technical, physical, and administrative security measures designed to provide reasonable protection for your Personal Data against loss, misuse, unauthorized access, disclosure, and alteration.

10.2. The security measures include firewalls, data encryption, physical access controls to our data centers, and information access authorization controls. While we are dedicated to securing our systems and Services, you are responsible for securing and maintaining the privacy of your password(s) and Account/profile registration information and verifying that the Personal Data we maintain about you is accurate and current.

10.3. We are not responsible for protecting any Personal Data that we share with an authorized third-party partner.

11. Can Children Use Our Services?

11.1. The Sites and Services are not directed to children under the age of majority.

11.2. We do not knowingly collect information, including Personal Data, from children or other individuals who are not legally able to use our Sites and Services.

11.3. If we obtain actual knowledge that we have collected Personal Data from a child under the age of majority, we will promptly delete it, unless we are legally obligated to retain such data.

11.4. Contact us if you believe that we have mistakenly or unintentionally collected information from a child under the age of majority.

12. What Else Should You Know?

12.1. We may revise this Privacy Policy from time to time to reflect changes to our business, the Sites or Services, or applicable laws.

12.1.1. The revised Privacy Policy will be effective as of the published effective date.

12.1.2. If the revised version includes a substantial change, we will provide you with 30 days prior on line notice solely by posting notice of the change on the "Policy Update" page of our website.

12.1.3. We also may notify Users of the change using email or other means.

12.2. You may contact us if you have general questions or concerns about this Privacy Policy and supplemental notices the way in which we handle your Personal Data or you wish to have us delete the data and we may lawfully do so.

12.2.1. To contact us e-mail us at support@FroogalPay.com.

12.2.2. In order to request the deletion of data you must furnish us with your name, the last 4 digits of your credit card that you provided to us and we will remove it from our system provided banking rules don't require us to hold on to it.

12.2.3. If you are not satisfied by the way in which we address your concerns, you have the right to lodge a complaint with the Supervisory Authority for data protection in your country.

13. Definitions

13.1. **Account** means a FroogalPay member account.

13.2. **Device Information** means data that can be automatically collected from any device used to access the Site or Services. Such information may include, but is not limited to, your device type; your device's network connections; your device's name; your device IP address; information about your device's web browser and internet connection you use to access the Site or Services;

13.3. **Personal Data** means information that can be associated with an identified or directly or indirectly identifiable natural person. "Personal Data" can include, but is not limited to, name, postal address (including billing and shipping addresses), telephone number, email address, payment card number, other financial account information, account number, date of birth, and government-issued credentials (e.g., driver's license number, national ID, passport number).

13.4. **Process** means any method or way that we handle Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, and consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Personal Data.

13.5. **Services** means any products, services, content, features, technologies, or functions, and all related websites, applications and services offered to you by FroogalPay.

13.6. **Sites** means the websites, mobile apps, official social media platforms, or other online properties through which FroogalPay offers the Services and which has posted or linked to this Privacy Policy.

13.7. **Technical Usage Data** means information we collect from your phone, computer or other device that you use to access the Sites or Services.

13.7.1. Technical Usage Data tells us how you use the Sites and Services, such as what you have searched for and viewed on the Sites and the way you use our Services, including your IP address, statistics regarding how pages are loaded or viewed, the websites you visited before coming to the Sites and other usage and browsing information collected through Cookies.

13.8. **User** means an individual who uses the Services or accesses the Sites and has established a relationship with FroogalPay (for example, by opening an Account and agreeing to the FroogalPay User Agreement) or otherwise uses the Services as a merchant, seller or other type of participant to a transaction, including a Guest Transaction.

14. Statement on Cookies and Tracking Technologies

14.1. When you visit or interact with our sites, services, applications, tools or messaging, we or our authorized service providers may use cookies, web beacons, and other similar technologies for storing information to help provide you with a better, faster, and safer experience and for advertising purposes.

14.2. You can review the contents of our full User Cookie Notice below.

14.2.1. Our cookies and similar technologies have different functions.

14.2.2. They are either necessary for the functioning of our services, help us improve our performance, or give you extra functionalities.

14.2.3. We may use cookies and similar technologies that only remain on your device for as long as you keep your browser active (session) and cookies and similar technologies that remain on your device for a longer period (persistent).

14.2.4. You are free to block, delete, or disable these cookies if your device permits so.

14.2.5. You can manage your cookies and your cookie preferences in your browser or device settings.

14.3. Where possible, security measures are set in place to prevent unauthorized access to our cookies and similar technologies including our use a unique identifier ensures that only we and/or our authorized service providers have access to cookie data.

14.4. Service providers are companies that help us with various aspects of our business, such as site operations, services, applications, advertisements and tools.

14.4.1. These service providers may also place cookies on your device via our services (third party cookies).

14.4.2. They may also collect information that helps them identify your device, such as IP-address or other unique or device identifiers.

15. What are cookies, web beacons, and similar technologies?

15.1. Like most sites, we use technologies that are essentially small data files placed on your computer, tablet, mobile phone, or other devices (referred to collectively as a “device”) that allow us to record certain pieces of information whenever you visit or interact with our sites, services, applications, messaging, and tools.

15.2. The specific names and types of the cookies, web beacons, and other similar technologies we use may change from time to time. In order to help you better understand this Policy and our use of such technologies we have provided the following limited terminology and definitions:

15.2.1. **Cookies** are small text files (typically made up of letters and numbers) placed in the memory of your browser or device when you visit a website or view a message. Cookies allow a website to recognize a particular device or browser. Cookies can be disabled or removed by tools that are available in most commercial browsers. The preferences for each browser you use will need to be set separately and different browsers offer different functionality and options. There are several types of cookies:

15.2.1.1. Session cookies expire at the end of your browser session and allow us to link your actions during that particular browser session.

- 15.2.1.2. Persistent cookies are stored on your device in between browser sessions, allowing us to remember your preferences or actions across multiple sites.
- 15.2.1.3. First-party cookies are set by the site you are visiting.
- 15.2.1.4. Third-party cookies are set by a third party site separate from the site you are visiting.
- 15.2.2. **Web beacons** are small graphic images (also known as “pixel tags” or “clear GIFs”) that may be included on our sites, services, applications, messaging, and tools, that typically work in conjunction with cookies to identify our users and user behavior.
- 15.2.3. **Similar technologies** are technologies that store information in your browser or device utilizing local shared objects or local storage, such as flash cookies, HTML 5 cookies, and other web application software methods. These technologies can operate across all of your browsers, and in some instances may not be fully managed by your browser and may require management directly through your installed applications or device. We do not use these technologies for storing information to target advertising to you on or off our sites.
- 15.3. We may use the terms “cookies” or “similar technologies” interchangeably in our policies to refer to all technologies that we may use to store data in your browser or device or that collect information or help us identify you in the manner described above. Our uses of such technologies fall into the following general categories:
 - 15.3.1. **Essential**, which means we may use cookies, web beacons, or other similar technologies that are necessary to the operation of our sites, services, applications, and tools.
 - 15.3.1.1. This includes technologies that allow you access to our sites, services, applications, and tools; that are required to identify irregular site behavior, prevent fraudulent activity and improve security; or that allow you to make use of our functions such as shopping-carts, saved search, or similar functions.
 - 15.3.2. **Performance Related**, which means we may use cookies, web beacons, or other similar technologies to assess the performance of our websites, applications, services, and tools, including as part of our analytic practices to help us understand how our visitors use our websites, determine if you have interacted with our messaging, determine whether you have viewed an item or link, or to improve our website content, applications, services, or tools.
 - 15.3.3. **Functionality Related**, which means We may use cookies, web beacons, or other similar technologies that allow us to offer you enhanced functionality when accessing or using our sites, services, applications, or tools.
 - 15.3.3.1. This may include identifying you when you sign into our sites or keeping track of your specified preferences, interests, or past items viewed so that we may enhance the presentation of content on our sites;
- 15.4. ***Any personal information that we collect and store through use of these technologies for categories listed in 15.3 are based on your consent, obtained through a conspicuous disclosure on our website during your first visit. You can withdraw this consent through your browser settings as explained below.***
- 16. Use of these technologies by authorized third-party service providers

16.1. We may work with third-party companies, commonly known as service providers, who are authorized to place third-party cookies, web beacons, or similar technologies for storing information on our sites or in our services, applications, and tools with our permission.

16.1.1. These service providers help us to provide you with a better, faster, and safer experience.

16.1.2. These service providers may use these technologies to help us deliver our own content and advertising, and compile anonymous site metrics and analytics.

16.2. Do Not Track

16.2.1. California law requires us to let you know how we respond to web browser Do Not Track (DNT) signals.

16.2.2. Because there currently is not an industry or legal standard for recognizing or honoring DNT signals, we do not respond to them at this time.

16.2.3. We await the result of work by the privacy community and industry to determine when such a response is appropriate and what form it should take.

16.2.4. We reserve the right to alter and update this policy. If we update it, we will post the updated policy on our website as our sole communication with you. Please review our policy from time to time to see if we have revised the policy.

17. Banking Regulations Notice for Customers in the EEA

17.1. Banking Rules

17.1.1. Some countries data protection and bank secrecy laws require a higher degree of transparency than other countries laws.

17.1.2. By accepting this Privacy Policy and maintaining an account with FroogalPay, you expressly consent to the transfer of your data to those third parties to comply with a country's laws that requires such transfers for the purposes listed here.

17.2. FATCA and CRS Law Statement

17.2.1. In order to provide the FroogalPay Services, certain of the information we collect (as set out in this Privacy Policy) may be required to be transferred to other FroogalPay related companies or other entities, including those referred to in this section in their capacity as payment providers, payment processors or account holders (or similar capacities).

17.2.2. You acknowledge that according to their local legislation, such entities may be subject to laws, regulations, inquiries, investigations, or orders which may require the disclosure of information to the relevant authorities of the relevant country.

17.2.3. Your use of the FroogalPay Services constitutes your consent to our transfer of such information to provide you the FroogalPay Services.

17.2.4. Specifically, you consent to and direct FroogalPay to do any and all of the following with your information:

17.2.4.1. Disclose necessary information to: the police and other law enforcement agencies; security forces; competent governmental, intergovernmental or supranational bodies; competent agencies, departments, regulatory authorities, self-regulatory authorities or organizations (including, without limitation, the Agencies referenced in the "Agencies"

section of the Third Party Provider List here) and other third parties, including FroogalPay Group companies, that (i) we are legally compelled and permitted to comply with, (ii) we have reason to believe it is appropriate for us to cooperate with in investigations of fraud or other illegal activity or potential illegal activity, or (iii) to conduct investigations of violations of our User Agreement (including without limitation, your funding source or credit or debit card provider). If you are covered by the FATCA or CRS Law, we are required to give you notice of the information about you that we may transfer to various authorities. Please read more about FroogalPay's obligations under the FATCA and CRS Law and how they could affect you as well as take note of the information we may disclose as result. We and other organizations, including parties that accept FroogalPay, may also share, access and use (including from other countries) necessary information (including, without limitation the information recorded by fraud prevention agencies) to help us and them assess and to manage risk (including, without limitation, to prevent fraud, money laundering and terrorist financing).

- 17.2.4.2. Disclose Account Information to intellectual property right owners if under the applicable national law of an EU member state they have a claim against FroogalPay for an out-of-court information disclosure due to an infringement of their intellectual property rights for which FroogalPay Services have been used.
- 17.2.4.3. Disclose necessary information in response to the requirements of the credit card associations or a civil or criminal legal process.
- 17.2.4.4. If you as a merchant use a third party to access or integrate FroogalPay, we may disclose to any such partner necessary information for the purpose of facilitating and maintaining such an arrangement (including, without limitation, the status of your FroogalPay integration, whether you have an active FroogalPay account and whether you may already be working with a different FroogalPay integration partner).
- 17.2.4.5. Disclose necessary information to the payment processors, auditors, customer services providers, credit reference and fraud agencies, financial products providers, commercial partners, marketing and public relations companies, operational services providers, group companies, agencies, marketplaces and other third parties. The purpose of this disclosure is to allow us to provide FroogalPay Services to you.
- 17.2.4.6. Disclose necessary information to your agent or legal representative (such as the holder of a power of attorney that you grant, or a guardian appointed for you).
- 17.2.4.7. Disclose aggregated statistical data with our business partners or for public relations. For example, we may disclose that a specific percentage of our users live in a given city. However, this aggregated information is not tied to personal information.
- 17.2.4.8. Share necessary Account Information with unaffiliated third parties (listed here) for their use for the following purposes:
 - Fraud Prevention and Risk Management: to help prevent fraud or assess and manage risk. For example, if you use the FroogalPay Services to buy or sell goods from a third-party, we may share Account Information with that third-party in order to help protect your accounts from fraudulent activity, alert you if we detect such fraudulent activity on your accounts, or evaluate credit risk.
 - Customer Service: for customer service purposes, including to help service your accounts or resolve disputes (e.g., billing or transactional).
 - Legal Compliance: to help them comply with anti-money laundering and counter-terrorist financing verification requirements.

- Service Providers: to enable service providers under contract with us to support our business operations, such as fraud prevention, bill collection, marketing, customer service and technology services.

Date of Policy: June 8, 2020
