

Schedule 4 - Client T&Cs

1. SCOPE OF THE TERMS

Services provided to you

[Rapyd] and its affiliates (collectively, "**Rapyd**") provides [**Opplý Ltd**] (the "Platform", and jointly with Rapyd "us", or "we") with certain payment processing services for users ("you", "your", or "user") who registered with us to receive certain payment, issuing, and other financial services, wallet, data, technology and analytics services, and other business services that may be offered by us ("**Services**" and each, a "**Service**"). This Agreement describes the terms and conditions that apply to your use of the Services. Specific terms and conditions may apply for specific Services or payment methods, cf. below.

Rapyd is a group of legal entities that provide financial services, including payment services. In Europe, the services are provided by Rapyd Europe hf., a licensed electronic money institution, reg.no. 430602-3650, regulated by the Central Bank of Iceland, with its registered office at Sudurlandsbraut 30, 108 Reykjavík, Iceland.

Rapyd works with various licensed partners, connectors and networks ("**Partners**") to provide regulated financial services. Depending on the type of Service and the jurisdiction of your operation, different legal entities may be providing you with the Services. You authorize the relevant Rapyd entity to perform regulated financial services to you in connection to the use of the Services.

Availability of a Payment Method or other Services may vary by geography. Your location may thus affect the range of Payment Methods or Services available for you.

Terms applicable to the services

You acknowledge and agree that to access or use any Services you, and all those connected to your Account, must abide by all the terms and conditions in this Agreement and other terms and conditions that may apply to specific Services provided to you. These may include terms of Partners that may provide financial services or other network infrastructure. By requesting and using such financial services you accept and agree to the terms applicable to the Service, which will form part of your agreement with us.

You are responsible to read and familiarize yourself with all terms that apply to the Services or payment methods. Please note that some terms are controlled by third-party providers and are subject to change at any time. Please review all terms regularly in order to ensure that you are aware of, and comply with, the applicable requirements. If you are not clear on which terms may apply or you do not understand any terms, please either seek professional advice or contact us.

2. ESTABLISHING AND MAINTAINING YOUR ACCOUNT

Business Account

We only offer you with a business account. A business account is for businesses that primarily use the account for business or commercial purposes, e.g. by receiving money for sales or sending money for purchases.

Electronic Money Account (if applicable)

Your account is a payment account that holds your e-money. It may hold e-money in different currencies at the same time. E-money is an electronic alternative to cash. If you or someone else gives us money, we'll issue an equivalent value of e-money in the currency you or the other person chooses. We'll store the e-money in your account and other people will accept it as payment. When you make payments to external accounts the e-money is redeemed at its nominal value.

You agree that funds held by Rapyd on your behalf are not deposits and you will not earn any interest on any e-money in your Account. If Rapyd issues e-money to you, Rapyd will safeguard your funds in accordance with regulatory requirements applicable to Rapyd.

In these terms and conditions, we use 'money' to refer to e-money.

Opening an Account

Establishing and maintaining an account

Before using any Service, you must register and create an account (an “**Account**”). To register for an Account, you must provide us with certain information reasonably requested by us. We request the information for a number of reasons, including to meet our legal and regulatory requirements. Our Privacy Policy explains more about how we use your information for these and other purposes. When we have the information we need, we will open your account.

Until you have submitted, and we have reviewed and approved, all required information, your Account may only be available to you on a preliminary basis only, and we may terminate it at any time and for any reason, and take actions provided for in this Agreement.

You must provide us information, documentation, data, etc., necessary for us to comply with our due diligence obligations to identify you and your business. At any time during the term of this Agreement and your use of the Services, we may require updated or additional information from you.

Information from third-parties

You authorise us and Rapyd to retrieve information about you from our service providers and other third parties, including credit reporting agencies and information bureaus and you authorise and direct such third parties to compile and provide such information to us and Rapyd. You acknowledge that in some cases, such information may lead to suspension or termination of your Account. Rapyd may periodically update this information as part of its underwriting criteria and risk analysis procedures.

To register for an account

To register for a Business Account we need certain information about your company and your business. This may include information about your business or trade name, physical address, email, phone number, business identification number, URL, the nature of your business or activities, and certain other information about you that we require. We may also collect personal information (including name, birthdate, and government-issued identification number) about your beneficial owners, principals, and your Primary Authorised Users.

The acceptance by Rapyd of you as a customer is strictly linked to the description of the products and/or services that you clearly registered for when entering into an agreement with us. In case you later want to broaden the scope of your product and/or services offering, you must first ask us for prior written approval. You remain solely responsible to ensure that products and services sold are legal in all respective jurisdictions and compliant with Partner terms.

Changes to Your Business

If any changes occur related to you or your business, the nature of your business activities, your Representatives, beneficial owners, principals, or any other pertinent information you must promptly inform us in writing and update your Account. Your failure to do so, may result in Rapyd suspending your Account or terminating this Agreement.

You must promptly notify us in writing immediately and in any event no more than three days after any of the following occur: a) Changes to your business, e.g. product or services offering; b) Changes to your address, website (URL), email address; c) you are the subject of any voluntary or involuntary bankruptcy or insolvency application, petition or proceeding, receivership, or similar action (any of the foregoing, a “Bankruptcy Proceeding”); d) there is an adverse change in your financial condition; e) there is a planned or anticipated liquidation or substantial change in the basic nature of your business; f) if you transfer or sell 25% or more of your total assets, or there is any change in the control or ownership of your business or parent entity; g) there is a change in the regulatory status of your business or your business has been notified that it is the subject of an investigation or enforcement action by a regulator or law enforcement; or h) you receive a judgment, writ or warrant of attachment or execution, lien or levy against 25% or more of your total assets.

Use of Representatives

If you instruct a Representative to open up an account with Rapyd on your behalf, you and your Representative individually affirm to Rapyd that your Representative is authorised to provide the information on your behalf and to bind you to this Agreement. We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority, including power of attorney or other similar documents.

Restricted Businesses

You may not use the Services to enable any person (including you) to benefit from any activities Rapyd has identified as a restricted business or activity (collectively, "**Restricted Businesses**"). Restricted Businesses include use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC), the European Commission, or other governments or supranational authorities, or otherwise not supported by Rapyd.

Please review the list of Restricted Businesses on our website thoroughly before registering for and opening an Account and at any time you add new products or services to your business offering. We may add to or update the Restricted Business List at any time. If you are uncertain whether a category of business or activity is restricted, please contact us.

Use of Rapyd's Services

You may only use the Services for legitimate Transactions with your Customers. You must not initiate Transactions for or on behalf of third-parties, which includes use for personal, family or household purposes. You may only use Services to facilitate Transactions (as defined below) for business (product or services) that are supported by Rapyd and meet Rapyd's requirements. You may not use the Services to conduct any personal transactions or for peer-to-peer money transmission, or for any other purposes prohibited by this Agreement.

We may refuse, condition, or suspend any Transactions, or return funds to original source, if we believe that: (i) a Transaction may violate this Agreement or other agreements you may have with Rapyd; (ii) a Transaction is unauthorised, fraudulent or illegal; (iii) a Transaction was not initiated by you (iv) a Transaction exposes you, Rapyd, or others to unacceptable risks, in our sole opinion; or (v) if you do not satisfy compliance obligations, including if we consider information provided to perform customer due diligence, underwriting or risk assessment, insufficient, incorrect or not meeting our risk standards.

If we suspect or know that you are using or have used the Services for unauthorised, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations.

Obligations towards Customers

You affirm that you are solely responsible for your business, advertisements and statements, the nature and quality of the products or services you provide, and for delivery, support, refunds, returns, and for any other ancillary services you provide to your Customers. You are solely responsible for providing support to Customers regarding Transaction receipts, product or service delivery, support, returns, refunds, and any other issues related to your products and services and business activities. We are not responsible for providing support for the Services to your Customers unless we agree to do so in a separate agreement with you or one of your Customers. You acknowledge and agree that for Payment Processing Services, including card acquiring, additional terms and conditions may apply.

It is very important to us that your Customers understand the purpose, amount, and conditions of Charges you submit to us. With that in mind, when using the Payment Processing Services you agree to: (i) accurately communicate, and not misrepresent, the nature of the Transaction, and the amount of the Charge in the appropriate currency prior to submitting it to us; (ii) provide a receipt that accurately describes each Transaction to Customers; (iii) provide Customers a meaningful way to contact you in the event that the product or service is not provided as described; (iv) not use Services to sell products or services in a manner that is

unfair or deceptive, exposes Customers to unreasonable risks, or does not disclose material terms of a purchase in advance; and (v) inform Customers that Rapyd and its affiliates process Transactions (including payment Transactions) for you. You also agree to maintain and make available to your Customers a reasonable return, refund, cancellation, or adjustment policy, and clearly explain the process by which Customers can receive a Refund.

The Payment Processing Services may include functionality that enables you to receive recurring or subscription payments from your Customers, and to issue invoices to your Customers. If you use the Payment Processing Services to submit recurring or subscription Charges, you agree to comply with applicable Laws and Partner terms, including clearly informing Customers in advance of submitting the initial Charge that they will be charged on an ongoing basis and explaining the method for unsubscribing or cancelling their recurring billing or subscription. If you use the Payment Processing Services to issue invoices to your Customers, you understand and agree that it is your responsibility to ensure that the form and content of the invoices comply with applicable Laws, and are sufficient to achieve any legal or tax effect that you are trying to achieve.

If you engage in Transactions with Customers who are individuals (i.e. consumers), you specifically agree to provide consumers disclosures required by Law, and to not engage in unfair, deceptive, or abusive acts or practices.

Rapyd is neither responsible for any part of your business, nor the products or services you advertise or sell, or that your Customers purchase using the Services.

Rapyd provides Services to you but we have no way of knowing if any particular purchase, sale, donation, order, or other transaction (each a "Transaction") is accurate or complete, or typical for your business. You are responsible for knowing whether a Transaction initiated by your Customer is erroneous or suspicious. If you are unsure if a Transaction is erroneous or suspicious, you agree to research the Transaction and, if necessary, contact your Customer before fulfilling or completing the Transaction. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of the Services.

Maintaining the Account

Compliance with Applicable Laws

You must use the Services in a lawful manner, and must obey all laws, rules, and regulations applicable to your use of the Services and to Transactions ("**Applicable Laws**"). This may include compliance with domestic and international laws related to the use or provision of financial services, payment services, foreign currency exchange, money transmission, anti-money laundering, counter-terrorist financing, sanctions (such as those administered by the US Department of the Treasury's Office of Foreign Assets Control) or national equivalents in relevant jurisdiction, privacy and security, consumer protection, false advertising and trademarks and copyright.

Adherence to applicable terms and Rapyd policies and instructions

You must adhere to all terms and conditions applicable to the Services we provide to you, including terms and conditions of third-party providers. You must also follow Rapyd's policies, including but not limited to Rapyd Privacy Policy and any operating instructions given by Rapyd at any given time.

Communication with you

We'll usually communicate with you through the Platform system. This is how we will provide account information and tell you about any fraud, or suspected fraud, relating to your account. It is also how we will tell you if there is a security threat to your account. Make sure you regularly check the Platform's system or your email or other communication method used, as applicable, for this information.

Your consents, approvals, acceptances and other statements given using the Platform's system shall have the same legal validity as your signature on a written document. Your agreements concluded with us and Rapyd via the Platform's system shall be deemed to be written agreements concluded between you and us. Any instructions for conducting operations and other actions submitted / executed from you through the Platform's system, or by the Platform

on your behalf, will be treated by Rapyd as submitted / executed by you and valid as actions performed by you.

Communication with us

Please keep your details up to date and let us know immediately if any information you've given us changes. If we discover that any of your information is incorrect we will update it. To meet our and Rapyd's legal and regulatory requirements we might sometimes need to ask for more information about you . Please provide this information quickly so that there is no disruption to your account or our services.

Closing your account

You can close your account, and so end the agreement, at any time by letting us know. You can do this through the Platform system, or by communicating your intention to us in writing. If you, or we, including Rapyd, close your account, we will give you the opportunity to withdraw the money we hold for you (we call this redemption of e-money). If you want us to send you money in a different currency than the currency we're holding for you, we will convert the currency using the rate that applies at the time, and take our usual fee, before sending the money to you.

Restrictions on your account

Please act reasonably and responsibly when using the Account. The Account must not be used (directly or indirectly) as follows: (i) for illegal purposes (for example, committing fraud); (ii) in a way that might harm our ability to provide our services; (iii) to allow anyone else to have access to or use your Account ; (vi) to abuse, exploit or get around any usage restrictions set by Us. (vii) to trade in foreign currencies for speculative purposes (that is, to take advantage of any expected rise or fall in the value of a currency) or to take advantage of discrepancies in the foreign exchange market.

When can we block our Account

The safety of your money is important to us. We might prevent you from making payments from your account if we're reasonably concerned about its security or that it might be used fraudulently or without your permission. We might also have to block your account to meet our legal obligations. We'll give you a reasonable notice before, or as soon as possible after, we block your Account. We will unblock your Account as soon as the reasons for blocking your account no longer exist.

When can we close your account

We and/or Rapyd may close or suspend your Account immediately and end your access to your Account, in exceptional circumstances. Exceptional circumstances include the following:

- if we have good reason to suspect that you are behaving fraudulently or otherwise criminally;
- if you haven't given us (or someone acting on our behalf) any information we need, or we have good reason to believe that information you have provided is incorrect or not true;
- if you've broken these terms and conditions in a serious or persistent way and you haven't put the matter right within a reasonable time of us asking you to;
- if we have information that your use of the Account is harmful to us or our software, systems or hardware;
- if we have good reason to believe that you continuing to use your account could damage our reputation or goodwill;
- if we have asked you to repay money you owe us and you have not done so within a reasonable period of time;
- if you've been declared bankrupt; or
- if we have to do so under any law, regulation, court order or regulatory instructions.

We may also decide to close or suspend your Account for other reasons.

Closing your Account and ending the agreement may also end any other agreements you have with us or through us. You can get more information through the Platform.

Dormant Accounts

If you leave any funds dormant and you do not give us instructions where to send them, we may be required by law to deem the funds to be abandoned by you. To the extent required by law, we will attempt to provide you notice if we hold funds payable to you in an account beyond the applicable dormancy period for abandoned property or under the applicable laws. If we are unable to contact you, we will treat the funds to be abandoned. This may mean we need to deliver them to the appropriate government authority.

3. USE OF OUR ACCOUNT

Adding money to your account

As agreed, you can add money to your account using the various payment methods that will be added to your Account.

We will consider that you gave us consent and authorized us to execute the transaction once you submit your payment order via the Platform system.

Making Payments

Transferring money

As agreed, you can send money to, and receive money from, other accounts.

Making other types of payments

You can send money to your or someone else's bank account. You can make a one-off payment or set up a recurring payment. Just enter the sort code and account number (or, for international payments, the BIC and IBAN) of the account you're sending money to. We may need to ask for additional information as well.

Keep your currency consistent

It's important that any payment to your account is made in the currency of your account. Otherwise, the payment will be converted to the currency of your account. This means that your account might be credited with more or less than you expected.

Rapyd is not responsible for losses where payments are returned in a different currency. Sometimes, money you've asked Rapyd to transfer to someone is not paid into their account and is returned to Rapyd. If Rapyd had to carry out a currency exchange when Rapyd sent the payment, and can show that Rapyd did everything right, when Rapyd returns the money to you Rapyd will convert it back to the original currency. This means that the amount you receive back into your account might be less than the payment you made (or it could be more!). Rapyd would not be responsible for any losses that this causes you.

Payment limits

Due to the anti-money laundering and counter-terrorist financing requirements or the limits applied by third parties, Rapyd may limit how much you can receive into or pay from your Account, or how much you can withdraw or disburse from your Account. These limits can change from time to time.

Money owed to us - Set-off rights

If your balance becomes negative, for whatever reason, you must within 7 (seven) days upon our request to top up your account with the required amount to correct the negative balance.

If you owe us money, we can take the amount you owe us from any amount we are due to pay to you. If you owe any amount, we'll take the amount you owe us from your account if you don't have enough money in your account to pay the fees or other amounts you owe us, we might recover the amount in another way, as explained below.

You may be responsible for paying taxes or costs that apply to payments you make or receive through your account and that we are not responsible for collecting from you. If you owe us money and you don't top up your Account or repay us within seven days, we can recover the amount by exercising our right of set-off; or taking other legal steps to recover the money you

owe us, such as instructing lawyers or debt collectors. If we take any (or all) of these steps, we might charge you our reasonable costs.

4. FEES, CHARGES AND FINES

We will provide the Services to you based on agreed limits and fees, either standard fees or specific fees agreed between us (the "Fees"). The Fees form part of these Terms.

The Fees include costs for transactions and making payments, and for other events connected with your Account. By accepting these Terms, you opt for a complete blending of Fees for payment card processing for all merchant services charges for all payment card brands and categories irrespective of the underlying differences in interchange fees, subject to the card issuing jurisdiction, the type of card (business or consumer).

Our Fees are excluded of any applicable taxes, fees and other financial liabilities imposed by any governmental authority, including any value added tax, goods and services tax, sales tax and applicable indirect and transactional taxes that are due, payable and/or levied on transactions and/or your use of the Services (the "Taxes"), except as expressly stated otherwise. You have sole responsibility for determining what Taxes apply when you use the Services and complying with your reporting and other obligations.

In addition to the Fees, you are also responsible for any and all costs, penalties, liabilities, charges, fees, levies, expenses and/or Fines imposed on you or on us by us or any third party in connection with your use of the Services. This means you must pay any such amount on demand.

5. CONFIDENTIALITY, DATA USAGE, PRIVACY AND SECURITY

Protection of Personal Data is very important to us. Our Privacy Policy explains how and for what purposes we collect, use, retain, disclose, and safeguard the Personal Data you provide to us. You agree to the terms of our Privacy Policy, which we may update from time to time.

To provide services under the agreement we need to collect information about you. Under data protection law, we are what is known as the 'data controller' of your personal information. For more information about how we use your personal information, see our Privacy Policy. By entering into the Agreement, you are giving us permission to gather and store your personal information for the purpose of providing the Services to you. This doesn't affect any rights and obligations you or we have under data protection law. You can withdraw your permission by closing your account, which will end the agreement between you and us. If you do this, we'll stop using your information for the purpose of providing our services, but we may need to keep your information for other legal reasons.

You affirm that you are now and will continue to be compliant with all applicable Laws governing the privacy, protection, and your use of Data that you provide to us or access through your use of the Services.

By entering into this agreement you give us permission to disclose to Rapyd and other entities within the Rapyd group, the following information: (a) the fact that you are our client; (b) the services we provide to you; (c) the account number; (b) your account balance (s); (b) operations performed or being performed on your behalf; (b) your debt obligations to us; (b) circumstances of providing the financial services to you; (b) your financial situation and assets; (b) other personal and commercial information you have provided to us when opening the account; other (b) your activities, plans, debt obligations or transactions with other persons. The above information would be disclosed in case it is necessary for the performance of financial accounting, audit, risk assessment, or when we use common information systems or technical equipment (servers), or when it is necessary for the provision of services.

6. TERMINATION

Term and Termination

This Agreement is effective upon the date you first access or use the Services and continues until terminated by you or Rapyd or us. You may terminate this Agreement by closing your Account at any time. If you use the Services again or register for another Account, you are consenting to this Agreement.

We may terminate this Agreement or close your Account at any time for any reason (including, without limitation, for any activity that may create harm or loss to the goodwill of a Payment Method) by providing you advance Notice (the period of notice as required by applicable Law).

We may suspend your Account and your ability to access funds in your Account, or terminate this Agreement, with immediate effect, in the event any of the following occurs:

- (i) Rapyd determines in its sole discretion that you are ineligible for the Services because of significant fraud or credit risk, or any other risks associated with your Account;
- (ii) you use the Services in a prohibited manner or otherwise do not comply with, or breach, any of the provisions of this Agreement or other terms applicable to any Service;
- (iii) any Applicable Law, Partner of governmental authority requires us to do so;
- (iv) you are in breach of this Agreement or other terms applicable to any Service,
- (v) you do not provide us with information required by us under this Agreement, or we believe such information is inaccurate or incomplete;
- (vi) You become subject to debt collection action; compulsory winding-up or otherwise ceases trading or commences cessation proceedings, are declared insolvent; become subject to debt relief proceedings; enter into composition proceedings or similar debt relief arrangements, are declared bankrupt; or enter into restructuring proceedings or liquidation; or
- (vii) if there is a change in any applicable laws, the effect of which is that Rapyd cannot lawfully provide the Rapyd Service without obtaining additional licenses.

Effects of Termination

Termination does not immediately relieve you of obligations incurred by you under this Agreement. Upon termination, you agree to: (i) complete all pending Transactions, (ii) stop accepting new Transactions, and (iii) stop using Services.

Your continued or renewed use of the Services after all pending Transactions have been processed serves to renew your consent to the terms of this Agreement. If you terminate this Agreement, Rapyd will pay out any remaining funds owed to you in accordance with this agreement.

In addition, upon termination you understand and agree that: (i) licenses granted to you under this Agreement will end; (ii) we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers; (iii) we will not be liable to you for compensation, reimbursement, or damages related to your use of the Services, or any termination or suspension of the Services or deletion of your information or account data; and (iv) you are still liable to us for any Fees or fines, or other financial obligation incurred by you or through your use of the Services prior to termination.

7. MISCELLANEOUS

Disclosures and Notices; Electronic Signature Consent

By registering for an Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from Rapyd ("Notices"), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

You agree that we can provide Notices regarding the Services to you. Notices may include notifications about your Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is posted to you.

Due to the nature of the Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices. However, you may choose to withdraw your consent to receive Notices electronically by terminating your Account.

Amendments and changes

We have the right to amend the terms and conditions of this Agreement at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions on use of the

Services. Any changes will come into effect after 30 calendar days, unless another date is specified in the Notice, and your use of the Services after a change has taken effect, constitutes your acceptance of the terms of the modified Agreement. If you notify us that you do not wish to be subject to the new terms, we will interpret such notification as a termination on your behalf.

In the event of requirement by governmental authorities or others, for reasons related to important security, compliance or risk conditions, or changes to legislation, we may be required to change the Agreement with immediate effect.

Assignment

You may not assign this Agreement, any rights or licenses granted in this Agreement, or operation of your Account to others without our prior written consent. If we consent to the assignment, the assignee must agree to assume all of your rights and obligations owed by you related to the assignment, and must agree to comply with the terms of this Agreement. We may assign this Agreement without your consent or any other restriction. If we make an assignment, we will provide a reasonable Notice to you.

No Agency; Third-Party Services

Except as expressly stated in this Agreement, nothing in this Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us, or with any Payment Method Provider. Each party to this Agreement, and each Payment Method Provider and Payment Method Acquirer, is an independent contractor. Unless a Payment Method Provider or Payment Method Acquirer expressly agrees, neither you nor we have the ability to bind a Payment Method Provider or Payment Method Acquirer to any contract or obligation, and neither party will represent that you or we have such an ability.

We may reference or provide access to third-party services, products, and promotions that utilize, integrate, or provide ancillary services to the Services ("Third-Party Services"). These Third-Party Services are provided for your convenience only and do not constitute our approval, endorsement, or recommendation of any such Third-Party Services for you. You access and use any Third-Party Service based on your own evaluation and at your own risk. You understand that your use of any Third-Party Service is not governed by this Agreement. If you decide to use a Third-Party Service, you will be responsible for reviewing, understanding and accepting the terms and conditions associated with its use. We expressly disclaim all responsibility and liability for your use of any Third-Party Service. Please also remember that when you use a Third-Party Service, our Privacy Policy is no longer in effect. Your use of a Third-Party Service, including those that have a link on our website, is subject to that Third-Party Service's own terms of use and privacy policies.

Force Majeure

Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Fees, Fines, Disputes, Refunds, Reversals, or Returns under this Agreement.

Your Liability For Third-Party Claims Against Us

Without limiting, and in addition to, any other obligation that you may owe under this Agreement, you are at all times responsible for the acts and omissions of your employees, contractors and agents, to the extent such persons are acting within the scope of their relationship with you.

You agree to defend us, Rapyd, any of their affiliates, and their respective employees, agents, and service providers (each an "Indemnified Person") against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a "Claim") brought by a third party against an Indemnified Person, and you agree to fully reimburse the Indemnified Persons for any Claims that result from: (i) your breach of any provision of this Agreement; (ii) any Fees, Fines, Disputes, Refunds, Reversals, Returns, or any other liability we, or Rapyd, incur that results

from your use of the Services; (iii) your negligent or wilful misconduct; or (iv) contractual or other relationships between you and others.

Representations and Warranties

By accepting the terms of this Agreement, you represent and warrant that: (a) you are eligible to register and use the Services and have the authority to execute and perform the obligations required by this Agreement; (b) any information you provide us is accurate and complete; (c) any Charges represent a Transaction for permitted products, services, or donations, and any related information accurately describes the Transaction; (d) you will comply with all Laws applicable to your use of the Services; (e) you will not use the Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Services.

No Warranties

WE PROVIDE THE SERVICES AND "AS IS" AND "AS AVAILABLE", WITHOUT ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER TYPE OF WARRANTY OR GUARANTEE. NO DATA, DOCUMENTATION OR ANY OTHER INFORMATION PROVIDED BY US OR OBTAINED BY YOU FROM OR THROUGH THE SERVICES — WHETHER FROM US, RAPYD OR ANOTHER RAPYD ENTITY, AND WHETHER ORAL OR WRITTEN — CREATES OR IMPLIES ANY WARRANTY TO YOU.

WE DISCLAIM ANY KNOWLEDGE OF, AND DO NOT GUARANTEE: (a) THE ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY DATA PROVIDED THROUGH THE SERVICES; (b) THAT THE SERVICES WILL MEET YOUR SPECIFIC BUSINESS NEEDS OR REQUIREMENTS; (c) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; (d) THAT WE WILL CORRECT ANY DEFECTS OR ERRORS IN THE SERVICE, API, DOCUMENTATION, OR DATA; OR (e) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE. USE OF DATA YOU ACCESS OR DOWNLOAD THROUGH THE SERVICES IS DONE AT YOUR OWN RISK — YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM SUCH ACCESS OR DOWNLOAD. YOU UNDERSTAND THAT RAPYD MAKE NO GUARANTEES TO YOU REGARDING TRANSACTION PROCESSING TIMES OR PAYOUT SCHEDULES.

NOTHING IN THIS AGREEMENT OPERATES TO EXCLUDE, RESTRICT OR MODIFY THE APPLICATION OF ANY IMPLIED CONDITION, WARRANTY OR GUARANTEE, OR THE EXERCISE OF ANY RIGHT OR REMEDY, OR THE IMPOSITION OF ANY LIABILITY UNDER LAW WHERE TO DO SO WOULD: (A) CONTRAVENE THAT LAW; OR (B) CAUSE ANY TERM OF THIS AGREEMENT TO BE VOID.

Limitation of Liability

Under no circumstances will we or Rapyd be responsible or liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use the Services or for the unavailability of the Services, for lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to this Agreement or your use of the Services, even if such damages are foreseeable, and whether or not you have been advised of the possibility of such damages. We and Rapyd are not liable, and deny responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorised access or use of the Services, your Account, or Data, or your failure to use or implement anti-fraud measures, Security Controls, or any other data security measure. We and Rapyd further deny responsibility for all liability and damages to you or others caused by (a) your access or use of the Services inconsistent with the Documentation; (b) any unauthorised access of servers, infrastructure, or Data used in connection with the Services; (c) interruptions to or cessation of the Services; (d) any bugs, viruses, or other harmful code that may be transmitted to or through the Services; (e) any errors, inaccuracies, omissions, or losses in or to any Data provided to us; (f) third-party content provided by you; or (g) the defamatory, offensive, or illegal conduct of others.

You agree to limit any additional liability not disclaimed or denied under this Agreement to your direct and documented damages; and you further agree that under no circumstances will any such liability exceed in the aggregate the amount of Fees paid by you to during the

three-month period immediately preceding the event that gave rise to your claim for damages. These limitations on our liability to you will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

Responding to Legal Process

Rapyd may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order ("Legal Process") that we believe to be valid. Rapyd may deliver or hold any funds or, subject to the terms of its Privacy Policy, any Data as required under such Legal Process, even if you are receiving funds or Data on behalf of other parties. Where permitted by Law, we will make reasonable efforts to provide you Notice of such Legal Process by sending a copy to the email address we have on file for you. Rapyd is not responsible for any losses, whether direct or indirect, that you may incur as a result of Rapyd's response or compliance with a Legal Process.

Entire Agreement

This Agreement and all policies and procedures that are incorporated by reference constitute the entire agreement between you, us and Rapyd for provision and use of the Services. Except where expressly stated otherwise in a writing executed between you, us and Rapyd, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services. This Agreement sets forth your exclusive remedies with respect to the Services. If any provision or portion of this Agreement is held to be invalid or unenforceable, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

Cumulative Rights, Construction, Waiver

The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement, along with all other rights and remedies available to it at Applicable Law, in equity or under these Terms.

No provision of this Agreement will be construed against any party on the basis of that party being the drafter. Unless expressly stated otherwise, the use of the term "including" or "such as" is not to be interpreted as limiting the generality of the text preceding the term. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that party's rights to subsequently enforce the provision.

Survival

All provisions of this Agreement that give rise to a party's ongoing obligation will survive termination of this Agreement.

Language

The parties hereby acknowledge that they have required this Agreement and all related documents to be in the English language.

Complaints

If you have a complaint with the financial Services provided, please refer to Rapyd's website for details on complaints handling.

Governing law and Jurisdiction

This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of Iceland, exclusive of conflict or choice of law rules. Any disputes shall be settled before Icelandic courts, District Court of Reykjavík.