

These terms for software as a service (the “**Terms**”) constitute a legally binding contract and govern your use of and access to the WAPI Services by Client and its Users regardless of the environment in which the WAPI Services are being used and the geographic location of such use.

By accepting these Terms, either by accessing or using the WAPI Services, or authorizing or permitting any Users access or use the WAPI Services, Client agrees to be bound by these Terms as of the date of such access or use of the WAPI Services (the “**Effective Date**”). If you are entering into these Terms on behalf of a company, organization or another legal entity (an “**Entity**”), you are agreeing to these Terms for that Entity and representing to WAPI that you have the authority to bind such Entity to these Terms, in which case the terms “Client,” “you,” or “your” herein refers to such Entity. If you do not have such authority, or if you do not agree with these Terms, you must not use or authorize any use of the WAPI Services.

Client and WAPI shall each be referred to as a “**Party**” and collectively referred to as the “**Parties**” for purposes of these Terms. Defined terms used in these Terms with initial letters capitalized shall have the meaning given in the section entitled, “Definitions”.

Each Party represents and warrants to the other that (a) these Terms have been duly executed and delivered and constitute a valid and binding agreement enforceable against such Party in accordance herewith; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of these Terms; and (c) the execution, delivery and performance of these Terms does not and will not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

## **1. Definitions**

- 1.1. “**Client**” means the party who has accepted these Terms and may also be referred to as “you” or “your”.
- 1.2. “**Force Majeure**” means circumstances which are beyond the control of WAPI and which, at the time the terms were accepted, WAPI could not reasonably have been expected to take into account, avoid or overcome the impediment or the consequences thereof which WAPI could not reasonably have been expected to overcome.
- 1.3. “**Planned Downtime**” means planned downtime for upgrades and maintenance to the Services scheduled in advance of such upgrades and maintenance.
- 1.4. “**Platform**” means WAPI’s software provided (either by download or access through the Internet) that allows Client and its Users to use any functionality in connection with the applicable Service.
- 1.5. “**Business Day**” means from 09:00-17:00 Estonian time on a day which is not Saturday, Sunday or a public holiday in Estonia.
- 1.6. “**Services**” means WAPI’s online smart virtual wallet system accessible via the Website as well as via WAPI’s platform, Platform, services or content associated with it.
- 1.7. “**Subscription**” means the period during which Client has agreed to subscribe to the Service.
- 1.8. “**Users**” means an individual authorized to use the Services through Client’s account such as a user, agent, account owner, account manager and/or administrator.
- 1.9. “**WAPI**” means Estonian private limited company nodeSWAT OÜ (Estonian commercial registry code: 12393111, registered address: Tallinn, Valukoja 8/2, 11415, Estonia), or any of its successors or assignees and may also be referred to as “we”, “us” or “our”.
- 1.10. “**Website**” means a website operated by WAPI, including <https://wapi.dev/> or any of its sub-domains, as well as all other websites that WAPI operates.

## **2. Access to the Services**

- 2.1. By agreeing to the Terms, WAPI grants the Client and its Users a non-exclusive, non-transferable, non-licensable license to use the WAPI software service available on the Website, which allows the Client and Users to create and manage an online smart virtual wallet system, only during the time of the validity of these Terms.

- 2.2. Under the Terms, WAPI grants the Client and its Users access to live and test Platforms. Any rights and warranties hereunder, including, but not limited to, uptime, updates, maintenance, and support are with regard to the live Platform.
- 2.3. WAPI will make the Services available pursuant to these Terms and provide Client standard support for the Services. WAPI will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except during (a) Planned Downtime (of which WAPI will give advance notice via the Website or to the Client); and (b) Force Majeure. Hence, after a 60-day onboarding and monitoring period of the Services and Platform, WAPI ensures that the uptime of the Services and Platform in any calendar month will be at least 99.5%. The onboarding and monitoring period starts from the initiation of the Subscription.
- 2.4. Client acknowledges that WAPI may modify the features and functionality of the Services during the Subscription. WAPI shall provide Client with thirty (30) days' advance notice of any deprecation of any material feature or functionality.

### **3. Use of the Services**

- 3.1. To use the Service, the Client must create an account on the Platform, following the instructions provided by WAPI. During the initial creation of an account, an account with the rights of an administrator will be created for the Client.
- 3.2. When creating an account, Client shall provide information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of these Terms.
- 3.3. Client and Users are responsible for maintaining the confidentiality of all login information for an account, and shall not disclose Users' login information to any third parties. If any of the Users has forgotten login information or suspects a user account has become available to third parties, Client shall immediately change the user account login information via its administrator account on the Website, or notify WAPI accordingly via e-mail. After receiving such notice, WAPI will reset the account login information.
- 3.4. The Client is responsible that all Users related to the Client use of the Services and the Platform in accordance with the Terms.
- 3.5. WAPI has the right to enter the Client's account and the Users' accounts without prior consent of the Client to provide user support, troubleshoot errors, perform maintenance and development work and perform other similar operations. The aforementioned entries are logged and the Client has the right to access the log.
- 3.6. Client shall only use the Services for lawful purposes and refrain from any misuse, including excessive demands on WAPI's resources, or illegal activities. Further, in Client's use of the Services, Client agrees not to (a) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks; (b) attempt to bypass or break any security or rate limiting mechanism on any of the Services or use the Services in any manner that interferes with or disrupts the integrity, security or performance of the Services and its components; (c) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of the Platform; (d) send software automated queries to the Platform. WAPI reserves the right to impose fair use limits.
- 3.7. As between Client and WAPI, Client is responsible for compliance with the provisions of these Terms by its Users and for any and all activities that occur under its accounts, which WAPI may verify from time to time, and must notify WAPI promptly of any unauthorized use of its Account. Without limiting the foregoing, Client will ensure that its use of the Services is compliant with all applicable laws and regulations as well as all privacy notices, agreements or other obligations Client may maintain or enter into with its users.
- 3.8. Client is responsible for procuring and maintaining the network connections that connect Client's network to the Services. WAPI is not responsible for notifying Client or Users of any upgrades, fixes or enhancements to any software or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by WAPI. WAPI assumes no responsibility for the reliability or performance of any connections as described in this section.

- 3.9. Client may not access the Services for reselling or outsourcing purposes nor for competitive purposes or if Client is a competitor of WAPI.
- 3.10. WAPI reserves the right to restrict functionalities or suspend the Services (or any part thereof), Client's and/or Users' rights to access and use the Services and remove, disable or quarantine any content if (a) WAPI reasonably believes that Client or Users have violated these Terms; (b) WAPI suspects or detects any malicious software connected to Client's accounts or use of Services by Client or Users; or (c) Client's use of the Services in breach of these Terms infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret.

#### **4. Updates, maintenance and support**

- 4.1. The Platform used to provide the Services may from time to time automatically receive updates. These updates are designed to improve, enhance, and further develop the Services. As part of Client's use of the Services, Client gives WAPI permission to deliver, and Client agrees to such automatic updates.
- 4.2. WAPI shall notify the Client at least 24 hours in advance of scheduled maintenance and development work that may cause an interruption in the operation of the Platform, save for in the case of extraordinary maintenance and development work, where notification is not reasonably possible.
- 4.3. Temporary interruption in the use of the Services and access to Platform due to maintenance and development work is not a breach of the Terms and the Client will not have any claims against WAPI arising from the temporary interruption in the use of the Services or access to Platform during maintenance or development work.
- 4.4. WAPI will use commercially reasonable efforts to make standard customer support available to Client and Users on Business Days and to respond to the inquiries submitted to customer support contact address no later than on the following Business Day.
- 4.5. Customer support does not cover training the Client and Users or providing professional services beyond the scope of these Terms. WAPI may offer separate training or consulting services, subject to a separate agreement and applicable fees.

#### **5. Payment for Services**

- 5.1. By subscribing for the Services, Client agrees to pay all Subscription fees payable for the Services. Client is responsible for providing valid and current payment information and Client agrees to promptly update its banking information, with any changes that may occur (for example, a change in Client's billing address). If Client fails to pay Subscription fees or any other charges within five (5) days of WAPI's notice to Client that payment is delinquent, or if Client does not update banking information upon WAPI's request, in addition to other remedies, WAPI may suspend access to and use of the Services by Client and Users.
- 5.2. Subscription fees for Services will consist of:
  - 5.2.1. Onboarding fee;
  - 5.2.2. Variable transaction-based fee (whereas such fee will be paid per each successful transaction. For the sake of clarity, one (1) successful transaction means any action that results in changes to balances of wallets in the system.);
  - 5.2.3. Fixed monthly maintenance fee.
- 5.3. Subscription fees (exclusive of any taxes) for Services will be published on the Website and/or stated at the time of your sign-up. WAPI may change Subscription Charges at any time by posting its new pricing to the Website and/or sending notice by email to the Client. If Client does not accept the new pricing, it may terminate use of Services in accordance with Section "Termination".
- 5.4. The Subscription fee will be paid through wire/electronic transfer to WAPI's bank account monthly in accordance with an invoice submitted by WAPI to the Client, the payment term of which is 14 days from the date of the invoice. In case of delay in payment of the fee, WAPI has the right to claim from the Client a default interest of 0.2% of the delayed amount for each day of delay.

#### **6. Termination**

- 6.1. The Client has the right to terminate the Terms at any time by notifying WAPI thereof at least 30 days in advance in a form that can be reproduced in writing.
- 6.2. WAPI has the right to terminate the Terms at any time by notifying the Client thereof at least 30 days in advance in a form that can be reproduced in writing.
- 6.3. Termination of the Agreement does not release the Client from the obligation to pay for the Services already used or other similar obligations to WAPI.
- 6.4. After the termination of the Agreement, WAPI will keep the Client's data for up to 6 months during which the Client can export its data and after which WAPI has the right to delete it completely and irreversibly.

## **7. Liability**

- 7.1. The Website, Services and Platform, including all related components, are provided on an "as is" and "as available" basis, without any warranties of any kind to the fullest extent permitted by law, and WAPI expressly disclaims any and all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. Client acknowledges that WAPI does not warrant that the services will be uninterrupted, timely, secure, error-free or free from viruses or other malicious software, that defects in the operation or functionality of any software provided to subscriber as part of the Services will be corrected, and no information or advice obtained by Client from WAPI or through the Services shall create any warranty not expressly stated in these terms.
- 7.2. Client will indemnify, defend and hold WAPI harmless against any claim brought by a third party against WAPI (a) arising from or related to Client or Users' use of Services in breach of these Terms (and not arising solely from the Services itself); or (b) alleging that Client's use of the Services infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret; provided that (i) WAPI promptly notifies Client of the threat or notice of such claim; (ii) Client will have the sole and exclusive control and authority to select defence attorneys, and to defend and/or settle any such claim (however, Client shall not settle or compromise any claim that results in liability or admission of any liability by WAPI without WAPI's prior written consent); and (iii) WAPI fully cooperates with Client in connection therewith.
- 7.3. WAPI is not responsible for the accuracy, content, or legality of the information entered into the Platform by Client and Users nor any damages to Client arising from the use of such information.
- 7.4. Neither WAPI nor the Client shall be liable for delays or damages resulting from Force Majeure event. Such delays or losses include, amongst other things, problems, mistakes and interruptions in third-party software and devices, as well as denial of service attacks, security failures and other similar circumstances.
- 7.5. WAPI shall be liable for the breach of Terms only if caused intentionally by WAPI or due to WAPI's cross negligence. WAPI shall be liable for any direct proprietary damage caused to the Client by breaching the Terms intentionally or due to gross negligence. WAPI is not liable for the loss of income and non-proprietary damage of the Client. WAPI shall not be liable for any damage caused by the partial or total destruction of the Platform or the Client's and Users' accounts and data. WAPI's liability to the Client in connection with the use of the Services and Platform shall not exceed the amount corresponding to the fees actually paid by the Client to WAPI for the Services during the preceding six (6) months (excluding VAT). The foregoing limitation will apply whether the liability arises from the Agreement or tort and regardless of the theory of liability.

## **8. Intellectual property**

- 8.1. Each Party shall retain all rights, title and interest in any of its respective intellectual property rights. The rights granted to Client and Users to use the Services under these Terms do not convey any additional rights in the Services or in any WAPI's intellectual property rights associated therewith. Subject only to limited rights to access and use the Services as expressly stated herein, all rights, title and interest in and to the Services, Platform and other components of or used to provide the Services, including all related intellectual property rights, will remain with WAPI and belong exclusively to WAPI.

- 8.2. Unless expressly agreed to otherwise in form reproducible in writing by WAPI, nothing in these Terms gives Client the right to use any of WAPI's business name, trademarks, taglines, logos, domain names, or other distinctive brand features or designations, whether registered or unregistered. Client grants WAPI permission to use Client's name and logo in WAPI's marketing and sales materials for the duration of these Terms unless specified otherwise in writing.
- 8.3. WAPI shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback regarding the Services that WAPI receives from Client, Users, or other third parties acting on Client's behalf. WAPI also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by suggestions, enhancement requests, recommendations or other feedback regarding the Services that WAPI receives from Client, Users, or other third parties acting on Client's behalf.

## **9. Confidentiality**

- 9.1. Client and WAPI agree to keep confidential information received and generated during the Validity of the Terms. The obligation of confidentiality does not apply to the extent the Client or WAPI is obliged to provide information in order to fulfil the obligations provided for in or arising from the legislation or to the extent the Client or WAPI provide information to accountants, auditors, financial institutions, lawyers and other similar professional service providers who have an obligation to keep such information confidential.
- 9.2. The obligation of confidentiality is valid During the Subscription and for 5 years from the termination of the Subscription.

## **10. Data protection and data processing principles**

- 10.1. When acting as the data controller, i.e., when collecting and processing personal data of its Clients (e.g., the name and email address of the Client's representative for creating the administrator account, processing personal data for the purpose of providing customer support), WAPI processes personal data under the conditions outlined in its privacy notice.
- 10.2. When using the Services, the Client is considered the data controller for the personal data uploaded, entered, created, or otherwise made available through the Platform, and WAPI is considered the data processor of such personal data, who is processing the data according to the data processing agreement concluded with the Client, which is included in Annex 1 of the Terms and forms an integral part of the legally binding agreement between the Parties.

## **11. Governing law and jurisdiction**

- 11.1. These Terms are governed by the laws of Republic of Estonia.
- 11.2. Disputes, inconsistencies and claims related to the Terms shall be settled in particular by negotiation. If no agreement is reached, disputes shall be settled in the Estonian courts (Harju County Court as the court of first instance).

## **12. Final provisions**

- 12.1. The failure of a Party to enforce at any time any right or provision of these Terms does not constitute a waiver of that right or provision or of any other right or provision of these Terms.
- 12.2. If any provision of these Terms is held to be invalid or unenforceable by a competent court or governing body, such term shall be replaced with another term consistent with the purpose and intent of these Terms, and the remaining provisions of these Terms shall remain in effect.
- 12.3. These Terms constitute the entire agreement, and supersede and replace any and all prior agreements between WAPI and Client relating to the subject matter hereof.
- 12.4. WAPI may amend these Terms from time to time, including pricing, in which case the new Terms will supersede prior versions. WAPI will notify Client no less than thirty (30) days prior to the effective date of any such amendment and Client's continued use of the Services following the

effective date of any such amendment may be relied upon by WAPI as Client's consent to any such amendment.

- 12.5. All notices provided by WAPI to Client under these Terms may be delivered in electronic mail to the email address provided for the Client. Client must give notice to WAPI in electronic mail to the email address provided for WAPI. All notices provided by either Party to the other shall be in English, and deemed to have been given immediately upon delivery by electronic mail.