

TERMS OF SERVICE AGREEMENT

Company Information:

PAYMENT ASSIST LTD

Company Registration Number: 08752986

Registered Address: Pera Business Park, Nottingham Road, Melton Mowbray, Leicestershire, England, LE13 0PB

INTRODUCTION AND SCOPE

This Terms of Service Agreement ("Terms," "Agreement") constitutes a legally binding contract between PAYMENT ASSIST LTD, a company duly incorporated and registered under the laws of England and Wales (hereinafter referred to as "Company," "we," "us," or "our"), and any individual or entity accessing or using the Snap Wallet platform (hereinafter referred to as "User," "you," or "your").

These Terms govern your access to and use of the Snap Wallet website, mobile applications, and all related services (collectively, the "Platform"). By accessing or using the Platform in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety.

The Company operates in the financial technology demonstration sector, providing informational services and technological showcases. It is critically important that all Users thoroughly understand the nature of the Platform, the scope of services offered, and the legal implications of their interactions with the Company before proceeding to use the Platform or engage in any transactions.

1. DEFINITIONS AND INTERPRETATION

1.1 Key Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Platform" means the Snap Wallet website (snapwallet.ru), mobile applications, APIs, and any related digital interfaces through which services are accessed or displayed.

"Services" or "Described Services" means any features, functionalities, tools, capabilities, or offerings that are mentioned, described, displayed, illustrated, or presented on the Platform, including but not limited to virtual card services, payment processing, digital wallet functionality, fund management, cryptocurrency services, balance withdrawals, or any other financial or payment-related services, whether currently operational or not.

"User" means any person or entity that accesses, uses, browses, or interacts with the Platform in any capacity.

"Content" means all information, text, graphics, images, software, data, and materials available on or through the Platform.

"Payments" means any monetary transfers, funds, contributions, or financial transactions of any nature made by the User to the Company through any means or method.

"Personal Data" means any information relating to an identified or identifiable individual as defined under applicable data protection laws.

1.2 Interpretation Rules

In this Agreement: (a) headings are for convenience only and do not affect interpretation; (b) words importing the singular include the plural and vice versa; (c) "include" and "including" are not limiting; (d) references to "writing" include electronic communications; (e) "or" means "and/or"; (f) time periods are calculated in calendar days unless specified otherwise; (g) references to laws include amendments and replacements thereof.

2. NATURE OF PLATFORM AND SERVICES

2.1 Demonstration and Informational Purpose

CRITICAL DISCLOSURE:

The User expressly acknowledges, understands, and agrees that the Snap Wallet Platform is provided primarily and fundamentally as a **demonstration platform, proof of concept, technological showcase, and informational resource**. The Platform is designed and intended for the following purposes:

- (a) Demonstrating technological capabilities and innovations in financial technology and digital payment systems;
- (b) Presenting user interface designs, visual concepts, and interactive elements as examples of potential functionality;
- (c) Providing general informational and educational materials about financial services, payment technologies, and digital solutions;
- (d) Showcasing conceptual frameworks and theoretical models of how certain financial technology services might operate;
- (e) Conducting market research, user testing, and gathering feedback on technological concepts and designs;

(f) Serving as a development and testing environment for emerging technologies.

2.2 No Guarantee of Operational Services

FUNDAMENTAL ACKNOWLEDGMENT:

The User expressly acknowledges and agrees that while the Platform may display, describe, mention, reference, or illustrate various services and features (Described Services), including but not limited to virtual payment cards, digital wallets, payment processing, fund transfers, cryptocurrency transactions, balance management, withdrawals, or any other financial services, such descriptions are **purely illustrative and informational in nature**.

The Company makes **absolutely no representation, warranty, guarantee, or commitment** that:

- (a) Any Described Services are currently operational, functional, or available for actual use;
- (b) Any Described Services will ever become operational, functional, or available;
- (c) Any Described Services, if operational, will perform or function as described, illustrated, or expected;
- (d) The Company has any present or future obligation to implement, activate, or provide any Described Services;
- (e) Users will have access to or be able to utilize any Described Services at any time;
- (f) The information provided accurately reflects current capabilities or future plans.

2.3 Informational Materials Only

All content, descriptions, specifications, features, functionalities, illustrations, demonstrations, presentations, and materials available on the Platform are provided strictly for **informational, educational, demonstrative, and illustrative purposes only**. Such materials shall not be construed, interpreted, or relied upon as:

- (a) Offers to provide products or services; (b) Solicitations to enter into contracts or agreements; (c) Guarantees, warranties, or promises of any kind; (d) Professional advice of any nature (legal, financial, tax, investment, or otherwise); (e) Representations of actual or planned capabilities; (f) Inducements to make payments or financial commitments; (g) Bases for decision-making or reliance by Users.

2.4 Right to Modify or Discontinue

The Company reserves the absolute right, at any time and without prior notice or obligation, to: (a) modify, alter, update, or change any aspect of the Platform or Services; (b) add or remove features, functionalities, or content; (c) suspend, interrupt, or disable access to the Platform; (d) completely discontinue or terminate the Platform and all Services. The Company shall have no liability arising from any such modifications, suspensions, or terminations.

3. FINANCIAL TRANSACTIONS AND VOLUNTARY CONTRIBUTIONS

3.1 Nature of Payments

CRITICAL FINANCIAL DISCLOSURE:

The User expressly, unequivocally, unconditionally, and irrevocably acknowledges, understands, accepts, and agrees that **any and all Payments of any type, amount, or nature made by the User to the Company**, whether through the Platform, directly to the Company, through third-party payment processors, by bank transfer, cryptocurrency, credit card, debit card, or any other payment method, and whether in connection with the Platform, Described Services, or for any stated or implied purpose whatsoever, shall constitute and are hereby defined as **voluntary, unilateral, unconditional, gratuitous, non-obligatory, and charitable contributions, donations, or gifts** made by the User to the Company entirely of the User's own free will and independent decision.

3.2 No Obligation to Provide Services

ABSOLUTE DISCLAIMER OF OBLIGATIONS:

The User expressly acknowledges and agrees that the Company has, and shall have, **absolutely no obligation, duty, responsibility, commitment, or liability** of any kind whatsoever to:

- (a) Provide, deliver, perform, render, or supply any services, products, features, functionalities, benefits, advantages, or consideration of any kind in exchange for, in return for, in response to, or as a result of any Payments made by the User;
- (b) Activate, enable, implement, or make operational any Described Services following receipt of Payments;
- (c) Grant any rights, privileges, access, entitlements, or benefits to the User;
- (d) Perform any acts or undertakings for the benefit of the User;
- (e) Deliver any products, services, or deliverables;
- (f) Fulfill any expectations or understandings regarding service provision;
- (g) Maintain any particular level or type of service;

(h) Respond to, acknowledge, or act upon Payments received.

All Payments are made **without any expectation, anticipation, or assumption** of receiving any service, benefit, product, consideration, or quid pro quo from the Company. The User acknowledges that Payments do not create any contractual obligation, fiduciary relationship, or entitlement to services.

3.3 Non-Refundable Policy

FINALITY OF PAYMENTS:

The User expressly acknowledges and agrees that all Payments made to the Company are **final, irrevocable, and non-refundable** under all circumstances, including but not limited to situations where:

(a) No services are provided, delivered, or performed by the Company; (b) The Platform is modified, suspended, or discontinued; (c) The User ceases to access or use the Platform; (d) The User is dissatisfied with the Platform or any aspect thereof; (e) There are changes in User circumstances, intentions, or expectations; (f) There are alleged errors, mistakes, or misunderstandings; (g) There are technical issues, malfunctions, or failures; (h) Any dispute, disagreement, or controversy arises.

The User expressly **waives and relinquishes** any and all rights to: dispute Payments through financial institutions; initiate chargebacks, reversals, or cancellations; demand, request, or seek refunds, reimbursements, or returns; or take any action to reverse or nullify Payments.

Exceptions: Refunds may only be provided where: (a) explicitly required by mandatory applicable law that cannot be waived; or (b) the Company voluntarily elects to provide a refund in its sole and absolute discretion as a matter of goodwill, without any obligation to do so.

3.4 No Fiduciary Relationship

Nothing in this Agreement or the receipt of Payments creates any fiduciary relationship, trust arrangement, agency relationship, partnership, or special relationship between the Company and User. The Company is not acting as a trustee, fiduciary, agent, or custodian with respect to Payments, has no fiduciary duties toward Users, and may use Payments for any purpose at its sole discretion.

3.5 User Responsibilities

The User is solely responsible for: (a) determining and fulfilling all tax obligations and reporting requirements arising from Payments; (b) understanding that Payments may not be tax-deductible; (c) consulting with tax professionals

regarding implications; (d) indemnifying the Company from any tax-related liabilities or consequences.

4. USER OBLIGATIONS AND ACKNOWLEDGMENTS

4.1 Due Diligence and Independent Investigation

The User represents and warrants that prior to using the Platform or making any Payments, the User has:

- (a) Conducted thorough, comprehensive, and appropriate due diligence, investigation, research, and analysis regarding the Company, Platform, Services, and all relevant matters;
- (b) Obtained and reviewed all information reasonably necessary to make informed decisions;
- (c) Sought professional advice from qualified legal counsel, financial advisors, or other professionals where deemed necessary;
- (d) Fully investigated and understood the nature, scope, limitations, and characteristics of the Platform;
- (e) Satisfied themselves regarding the Company's legal status, operations, and reputation;
- (f) Considered all risks, uncertainties, and potential consequences.

4.2 Independent Decision Making

The User expressly acknowledges that their decision to use the Platform, rely on information provided, and make any Payments is based solely and exclusively on their own independent investigation, analysis, evaluation, and judgment, and not on any representations, statements, promises, or assurances made by the Company beyond those expressly set forth in this Agreement.

4.3 Risk Acknowledgment and Assumption

The User expressly acknowledges, understands, accepts, and agrees to bear all risks, hazards, uncertainties, and potential adverse consequences associated with or arising from:

- (a) Accessing, using, or interacting with the Platform; (b) Relying upon information, content, or materials provided through the Platform; (c) Making Payments to the Company; (d) Expectations regarding availability or functionality of Described Services; (e) Technical issues, malfunctions, errors, interruptions, or failures; (f) Unauthorized access, data breaches, security vulnerabilities, or cyber-attacks; (g) Loss, theft, or compromise of data, information, or credentials; (h)

Potential loss or inability to access or recover Payments made; (i) Changes, modifications, or discontinuance of the Platform; (j) Regulatory, legal, or compliance issues; (k) Currency fluctuations, exchange rate risks, or financial losses; (l) Any other risks, whether known or unknown, foreseen or unforeseen.

4.4 User Conduct and Compliance

The User agrees to: (a) use the Platform only for lawful purposes and in accordance with this Agreement and all applicable laws; (b) provide accurate, complete, and truthful information; (c) maintain confidentiality of login credentials; (d) not circumvent, disable, or interfere with security features; (e) not damage, overburden, or impair the Platform; (f) not use automated means to access or collect information; (g) not reverse engineer, decompile, or disassemble any software; (h) not transmit viruses, malware, or harmful code; (i) not violate third-party rights; (j) immediately notify the Company of security breaches.

5. DISCLAIMERS OF WARRANTIES AND REPRESENTATIONS

5.1 "AS IS" and "AS AVAILABLE" Provision

COMPREHENSIVE DISCLAIMER:

THE PLATFORM, SERVICES, CONTENT, MATERIALS, AND ALL RELATED ASPECTS ARE PROVIDED TO USERS ON AN "AS IS," "AS AVAILABLE," "WITH ALL FAULTS," AND "WHERE IS" BASIS, **WITHOUT WARRANTIES, REPRESENTATIONS, GUARANTEES, OR CONDITIONS OF ANY KIND**, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. USER'S USE OF THE PLATFORM IS ENTIRELY AT USER'S OWN RISK AND RESPONSIBILITY.

5.2 Disclaimer of All Warranties

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO:

- (a) **Implied Warranties:** Merchantability, satisfactory quality, fitness for particular purpose, fitness for specific use, workmanlike quality, accuracy, quiet enjoyment, and non-infringement;
- (b) **Warranties Regarding Functionality:** That the Platform will meet User requirements, needs, expectations, or specifications;
- (c) **Warranties Regarding Availability:** That the Platform will be available, accessible, operational, or functional at all times;

- (d) **Warranties Regarding Continuity:** That access will be uninterrupted, continuous, timely, secure, reliable, or error-free;
- (e) **Warranties Regarding Accuracy:** That Content, information, or data will be accurate, complete, reliable, current, or correct;
- (f) **Warranties Regarding Results:** That any results, outcomes, or benefits will be achieved from Platform use;
- (g) **Warranties Regarding Security:** That the Platform is secure, free from vulnerabilities, or protected against attacks;
- (h) **Warranties Regarding Defects:** That defects, errors, bugs, or malfunctions will be corrected;
- (i) **Warranties Regarding Third Parties:** That third-party content, services, or websites are accurate, reliable, or appropriate;
- (j) **Warranties Arising from Course of Dealing or Usage of Trade.**

5.3 No Guarantee of Accuracy or Operational Status

The Company makes no warranty that: (a) information provided is accurate, complete, current, or reliable; (b) information can be relied upon for any purpose; (c) errors or inaccuracies will be corrected; (d) the Platform or Described Services are operational or functional; (e) features displayed are implemented or will be implemented; (f) the Platform will remain operational; (g) the Platform will operate without errors or technical issues; (h) the Platform will be compatible with User devices or systems.

5.4 No Professional Advice

The Company makes no warranty that any information constitutes professional advice of any kind (legal, financial, tax, accounting, business, technical, or otherwise). Users should consult qualified professionals for such matters.

5.5 Technological Limitations

Users acknowledge that internet-based platforms are subject to various risks, limitations, and vulnerabilities; no system can be guaranteed completely secure or error-free; data transmission over the internet is inherently insecure; technical malfunctions and interruptions are possible; and the Company's infrastructure has limitations.

6. LIMITATION OF LIABILITY

6.1 Comprehensive Exclusion of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, SUPPLIERS, LICENSORS, AND SERVICE PROVIDERS (COLLECTIVELY, "COMPANY PARTIES") SHALL NOT BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY DAMAGES, LOSSES, LIABILITIES, CLAIMS, COSTS, OR EXPENSES OF ANY KIND, INCLUDING:

6.2 Excluded Categories of Damages

- (a) **Direct Damages:** Any direct, actual, or compensatory damages;
- (b) **Indirect Damages:** Any indirect, incidental, consequential, special, exemplary, or punitive damages;
- (c) **Economic Losses:** Loss of profits, revenue, income, earnings, business opportunities, contracts, goodwill, reputation, or anticipated savings;
- (d) **Data Losses:** Loss, corruption, destruction, alteration, or unauthorized disclosure of data, information, or content;
- (e) **Financial Losses:** Loss of funds, money, payments, investments, or other financial assets;
- (f) **Business Interruption:** Costs or losses from business interruption, work stoppage, or operational delays;
- (g) **Personal Losses:** Personal injury, emotional distress, mental anguish, pain and suffering, or loss of consortium;
- (h) **Property Damage:** Damage to, loss of, or destruction of property, equipment, devices, or systems;
- (i) **Third-Party Claims:** Losses from claims, demands, or actions by third parties;
- (j) **Replacement Costs:** Costs of procurement, replacement, or substitution of goods or services;
- (k) **Professional Fees:** Legal fees, accounting fees, consulting fees, or other professional expenses;
- (l) **Reputational Harm:** Damage to reputation, standing, or public image;
- (m) **Regulatory Penalties:** Fines, penalties, sanctions, or regulatory consequences;
- (n) **Any Other Losses:** Any other losses, damages, costs, or liabilities of any kind.

6.3 Basis and Scope of Exclusion

These limitations apply: (a) regardless of legal theory (contract, tort, negligence, strict liability, warranty, statute, or otherwise); (b) even if Company Parties were advised of the possibility of such damages; (c) even if any remedy fails of its essential purpose; (d) whether damages arise from use or inability to use the Platform, reliance on information, Payments made, errors or defects, unauthorized access, third-party conduct, technical malfunctions, security breaches, changes or discontinuance of Platform, or any other cause.

6.4 Monetary Cap on Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF COMPANY PARTIES FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PLATFORM SHALL NOT EXCEED THE LESSER OF:

- (a) The total amount of Payments received by the Company from the User during the six (6) months immediately preceding the claim; OR
- (b) One Hundred Pounds Sterling (£100.00 GBP).

This limitation is cumulative, not per incident.

6.5 Essential Basis of Agreement

Users acknowledge that these disclaimers and limitations are fundamental elements of the agreement, the Company would not provide the Platform without them, they fairly allocate risks between parties, and acceptance of these limitations was material to entering this Agreement.

6.6 Jurisdictional Variations

Where jurisdictions do not permit certain exclusions or limitations, such provisions shall be applied to the maximum extent permitted by law, with other limitations remaining in full effect.

7. INDEMNIFICATION

7.1 User's Indemnification Obligations

The User agrees to indemnify, defend, hold harmless, and reimburse Company Parties from and against any and all claims, demands, actions, suits, proceedings, investigations, liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and litigation expenses), judgments, awards, settlements, fines, and penalties arising from or relating to:

- (a) User's access to, use of, or interaction with the Platform;
- (b) User's violation of any term of this Agreement;

- (c) User's infringement or misappropriation of any intellectual property, privacy, publicity, or other rights of third parties;
- (d) User's violation of any applicable laws, regulations, or requirements;
- (e) Any Payments made by User;
- (f) Any content or information submitted by User;
- (g) User's negligent, reckless, willful, or intentional acts or omissions;
- (h) Misrepresentations or inaccurate information provided by User;
- (i) Fraud, deception, or unlawful conduct by User;
- (j) User's breach of obligations to third parties;
- (k) Claims by third parties related to User's Platform use;
- (l) Unauthorized use of Platform through User's account or credentials.

7.2 Defense Rights and Cooperation

User's obligations include defending Company Parties against claims. The Company reserves the right to assume exclusive defense and control of any matter subject to indemnification, and User agrees to cooperate fully. User shall not settle any claim without Company's prior written consent. These indemnification obligations survive termination of this Agreement.

8. PRIVACY AND DATA PROTECTION

8.1 Collection and Processing of Data

By using the Platform, Users consent to the Company collecting, processing, using, storing, retaining, analyzing, transferring, and disclosing any information and data relating to Users, including:

- (a) **Personal Identification:** Name, date of birth, age, gender, nationality, identification numbers, passport details, and other identifying information;
- (b) **Contact Information:** Email addresses, telephone numbers, physical addresses, and other contact details;
- (c) **Account Information:** Username, password, credentials, security questions, and preferences;
- (d) **Financial Information:** Payment information, card numbers, bank details, billing addresses, transaction history, and financial records;

- (e) **Technical Information:** IP addresses, device identifiers, browser types, operating systems, connection information, log files, and cookies;
- (f) **Usage Information:** Pages viewed, features accessed, time spent, click patterns, navigation paths, and search queries;
- (g) **Location Information:** Geographic location, GPS coordinates, and location-based data;
- (h) **Communications:** Messages, inquiries, feedback, comments, and correspondence;
- (i) **Behavioral Information:** User preferences, interests, behavior patterns, and inferred characteristics;
- (j) **Any Other Information:** Information voluntarily provided or collected through Platform use.

8.2 Purposes of Data Processing

The Company may process Personal Data for any purposes, including: operating and maintaining the Platform; processing Payments; verifying identity; communicating with Users; sending marketing materials (subject to law); analyzing and improving the Platform; conducting research and analytics; detecting and preventing fraud and security issues; enforcing this Agreement; complying with legal obligations; and any other legitimate business purposes.

8.3 Sharing and Disclosure

The Company may share Personal Data with: affiliated entities; third-party service providers; payment processors; professional advisors; law enforcement and regulatory authorities when required by law; potential purchasers or investors in business transactions; and other third parties where necessary for legitimate business purposes or with User consent.

8.4 Data Security Limitations

While the Company implements reasonable security measures, Users acknowledge that: no system can be guaranteed absolutely secure; the Company cannot guarantee security of transmitted information; Users transmit information at their own risk; and the Company shall not be liable for unauthorized access or breaches beyond its reasonable control.

8.5 Data Retention and User Rights

The Company may retain Personal Data for as long as necessary for purposes described, to comply with legal obligations, or for legitimate business purposes. Users may have certain rights regarding Personal Data under applicable laws (access, rectification, erasure, restriction, portability, objection), subject to

limitations and exceptions under law. Users may exercise rights by contacting the Company, subject to identity verification and legal requirements.

8.6 International Transfers and Cookies

Personal Data may be transferred to and processed in countries outside User's residence, including countries with different data protection levels. By using the Platform, Users consent to such transfers. The Platform may use cookies and tracking technologies, and Users consent to their use.

9. TERMINATION AND MODIFICATIONS

9.1 Company's Right to Terminate

The Company reserves the absolute right to terminate, suspend, restrict, or deny User access to the Platform, in whole or in part, temporarily or permanently, at any time, for any reason or no reason, with or without notice, including for: violation of this Agreement; suspected fraudulent, abusive, or illegal activity; provision of false information; extended inactivity; technical or security reasons; business reasons; complaints from others; legal requirements; or at Company's sole discretion.

9.2 Effect of Termination

Upon termination: all rights and licenses granted to User terminate immediately; User must cease all Platform use; User must destroy Content in their possession; User's accrued obligations survive; Company may delete User accounts and data. The Company has no liability arising from termination, and Users are not entitled to refunds or compensation upon termination.

9.3 User's Right to Cease Use

Users may cease using the Platform at any time by discontinuing use, but cessation does not relieve User of accrued obligations or entitle User to refunds.

9.4 Modifications to Terms

The Company reserves the absolute right to modify, amend, or update these Terms at any time, for any reason, with or without notice. Modifications become effective immediately upon posting unless otherwise specified. Users are responsible for regularly reviewing Terms to stay informed of changes. Continued use of the Platform following modifications constitutes acceptance of revised Terms. If Users do not agree to modifications, they must cease Platform use.

For material changes, the Company may (but has no obligation to) provide enhanced notice via email, platform notifications, or other means. The Company has no obligation to grandfather or exempt Users from modifications.

9.5 Survival of Provisions

The following provisions survive termination: Payments and non-refundable nature; intellectual property rights; disclaimers of warranties; limitations of liability; indemnification obligations; dispute resolution and governing law; and any provisions that by nature should survive.

10. GOVERNING LAW, DISPUTE RESOLUTION, AND MISCELLANEOUS

10.1 Governing Law and Jurisdiction

These Terms and any disputes arising from or relating to them shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of laws principles. Users irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for resolution of disputes, agree that such courts are the most appropriate forum, and waive any objections based on jurisdiction, venue, or inconvenient forum. Users consent to venue in courts located in London, England or other appropriate courts in England and Wales.

Waiver of Jury Trial: TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY. Users consent to service of process by personal delivery, certified mail, or any method permitted by English law.

10.2 Informal Dispute Resolution

Prior to initiating formal proceedings, Users agree to attempt good faith informal resolution for thirty (30) days by providing written notice to the Company describing: the nature of the dispute; alleged violations; harm suffered; relief sought; and proposed resolution.

10.3 Binding Arbitration

If informal resolution fails, disputes shall be resolved through binding arbitration under London Court of International Arbitration (LCIA) Rules, with: a single arbitrator unless parties agree to three; appointment per LCIA Rules; seat in London, England; English language; English law applied; limited discovery; written decision; strict confidentiality; and final, binding, non-appealable award. Each party bears its own costs, with arbitration costs shared equally unless arbitrator orders otherwise. Arbitrator may award costs and fees to prevailing party.

10.4 Class Action Waiver

CRITICAL WAIVER: USERS EXPRESSLY WAIVE ALL RIGHTS TO PARTICIPATE IN, BRING, OR PURSUE ANY CLASS ACTION, CLASS

ARBITRATION, COLLECTIVE ACTION, CONSOLIDATED ACTION, REPRESENTATIVE ACTION, OR OTHER JOINT PROCEEDING.

ARBITRATION SHALL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. USERS SHALL NOT CONSOLIDATE OR JOIN CLAIMS WITH OTHERS. ARBITRATOR HAS NO AUTHORITY TO CONDUCT CLASS ARBITRATION OR AWARD RELIEF TO ANYONE OTHER THAN USER INDIVIDUALLY. This waiver is essential to the arbitration agreement; if found unenforceable, the entire arbitration agreement is void and disputes shall be resolved in courts per Section 10.1.

Exceptions: Either party may: seek injunctive relief in court to prevent irreparable harm; bring individual actions in small claims court within its jurisdiction; or enforce intellectual property rights in court.

Opt-Out: Users may opt out of arbitration by sending written notice by certified mail to the Company within thirty (30) days of first using the Platform, including: full name; email address; clear statement opting out; and signature. If opted out, disputes shall be resolved in courts per Section 10.1.

10.5 Force Majeure

The Company shall not be liable for failure to perform obligations where such failure results from Force Majeure Events beyond its reasonable control, including: acts of God and natural disasters; war, terrorism, and armed conflict; government actions and regulations; labor disputes and strikes; utility and infrastructure failures; cyber-attacks and security breaches; pandemics and health emergencies; third-party failures; transportation disruptions; equipment failures; fires and explosions; regulatory changes; or any other unforeseeable events. During Force Majeure Events: Company's obligations are suspended; performance time is extended; Company has no liability; and Users are not entitled to refunds. If Force Majeure continues over ninety (90) days, Company may terminate this Agreement without liability.

10.6 Intellectual Property

All Content, materials, software, designs, logos, trademarks, and intellectual property on the Platform are and remain the exclusive property of the Company or its licensors, protected by copyright, trademark, patent, trade secret, and other laws. No intellectual property rights are transferred to Users. Company grants Users a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for personal, non-commercial purposes only.

Users may not: reproduce, distribute, modify, or create derivative works; publicly display or perform Content; use Content commercially; remove proprietary notices; frame or mirror the Platform; use meta tags with Company's marks;

systematically extract data; reverse engineer software; circumvent security features; or infringe intellectual property rights. "Snap Wallet," "PAYMENT ASSIST," and related marks are Company's exclusive property; unauthorized use is prohibited and may constitute infringement.

To the extent Users submit content to the Platform, Users grant Company a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable license to use, reproduce, modify, distribute, and exploit such content for any purpose.

10.7 General Provisions

Entire Agreement: This Agreement constitutes the entire agreement between parties and supersedes all prior agreements, understandings, and communications regarding the subject matter.

Severability: If any provision is invalid or unenforceable, remaining provisions remain in full effect, and invalid provisions shall be reformed to the minimum extent necessary or replaced with valid provisions approximating the original intent.

Waiver: No waiver by Company of any breach constitutes waiver of any other breach or continuing waiver. Failure to enforce rights does not constitute waiver. Waivers must be in writing.

Assignment: Users may not assign this Agreement without Company's prior written consent. Company may freely assign this Agreement without restriction, including in connection with mergers, acquisitions, asset sales, or restructurings. This Agreement binds successors and assigns.

No Third-Party Beneficiaries: This Agreement benefits only Users and Company (and Company Parties for indemnification and limitation of liability purposes). No third party has rights under or may enforce this Agreement.

Headings: Headings are for convenience only and do not affect interpretation.

Language: This Agreement is in English. In case of translation conflicts, the English version controls.

Interpretation: This Agreement shall be interpreted fairly without strict construction against either party; "herein" and similar words refer to the entire Agreement; "include" means "including without limitation"; "writing" includes electronic communications; "or" means "and/or"; time periods are calendar days unless specified; statutory references include amendments.

Relationship: Parties are independent contractors. This Agreement does not create any partnership, joint venture, agency, employment, franchise, fiduciary, trust, or confidential relationship.

Notices: Notices must be in writing to addresses specified herein. Notices are effective upon: personal delivery; three business days after certified mail; one business day after overnight courier; upon email transmission without delivery failure; or immediately upon Platform posting.

Statute of Limitations: Any claims must be commenced within one (1) year after the claim arose. Claims after this period are permanently barred.

Equitable Remedies: Breaches may cause irreparable harm for which monetary damages are inadequate. Company may seek injunctive relief and specific performance without posting bond or proving damages, in addition to other remedies.

Further Assurances: Users agree to execute further documents and take further actions reasonably requested by Company to effectuate this Agreement.

10.8 Contact Information

For questions or notices regarding these Terms, contact:

PAYMENT ASSIST LTD

Pera Business Park
Nottingham Road
Melton Mowbray
Leicestershire, England
LE13 0PB
United Kingdom

Company Registration Number: 08752986

The Company has no obligation to respond to communications.