

PLATFORM TERMS AND CONDITIONS

Latest update: 13/12/2023

1. SERVICES PROVIDED

1.1 These Terms and Conditions govern the services provided to you, referred to as the **"Customer"**, or **"you"**, by TicknPay Technology Europe Limited, referred as **"TicknPay"**, **"us"** or **"we"**, on TicknPay 's Web application and, where applicable, Mobile application (the **"Platform"**) (the **"Services"**).

TicknPay Technology Europe Limited. is a private limited company incorporated in Malta with registered number 1081638 and registered address at Level 5, St. Julians Business Centre, Elia Zammit Street, St. Julians STJ 3153 Malta.

1.2 By signing up for our Services, or by downloading, installing or otherwise accessing or using the Services, you agree that you have read, understand, and accept the terms and conditions described below (the **"Terms and Conditions"**) and you agree to be bound by these Terms and Conditions and all terms, policies and guidelines incorporated in the Terms and Conditions.

Furthermore, your usage of the Platform and the Services is subject to your acceptance of the Terms and Conditions of the licensed and regulated sponsor entity operating throughout the UK and EU, providing the financial services (the **"Payment Services Provider"**), and the Weavr Terms and Conditions governing the Weavr.io Platform (**"Weavr"**) used by TicknPay to access the services of the Payment Services Provider (collectively the **"Partners"** and the **"Partner Terms and Conditions"**).

1.3 We provide some or all of the following Services:

- Expense management tools in order to control costs and delegate your business payments
- Accounting automation and integration
- Real-time budget monitoring and optimization
- Real time overview of all corporate expenses
- Invoice payments automation – approval flows to bank transfers

1.4 You acknowledge and agree that we are not an accounting service and, whilst we strive to attain extremely high levels of service, we cannot guarantee the accuracy or correctness of our automated services such as expense categorization, receipt collection and data export to accounting systems. You agree that you will manually check the accuracy and correctness of such services before using this data.

1.5 By agreeing to these Terms and Conditions, you acknowledge and agree that:

- the form and nature of the Services may change without prior notice to you;
- we may subcontract or assign the provision of any and all of the Services; and

- we may suspend or discontinue, without prior notice to you and at the sole discretion, some or all of our Services, make the Services unavailable to you or other users in the event of a breach of these Terms and Conditions and / or refusing to disclose information on transactions.

2. SUBSCRIPTION TERMS

2.1 The amount of payment billed will vary depending on the number of accounts and which Services you request. You will be billed periodically via any billing method that we may from time to time decide to implement. Billing cycles can be monthly, quarterly or yearly in advance. Should automatic billing fail to occur for any reason, we will contact you. Thereafter you must provide a valid payment method within 5 business days. Should you fail to pay or to correct your billing details within such a period, we reserve our rights to suspend the Service and recover any outstanding debt or due payment directly from you.

2.2 We may at our sole discretion change the fees and charges in effect or add new fees and charges from time to time, however you will be notified 30 days in advance if regular charges increase and be given the option to opt out of the Service.

2.3 You may cancel your account at any time. If you cancel your Platform Account, your recurring billing schedule will be ended and no cancellation fee shall be levied, however, you will be charged for the month of your cancellation, and/or the remainder of the months you have already paid in a quarterly or annual billing schedule, if any.

2.4 Once an invoice is paid or a billing charge levied we are unable to issue a refund.

3. YOUR PLATFORM ACCOUNT

3.1 Only businesses conducting a legitimate business activity are eligible to apply for an account with us on our Platform (a "**Platform Account**") and use the Services described in these Terms and Conditions, and you may only use the Services for legitimate transactions. You confirm you are an authorised signatory for the business you represent. You are fully responsible for all activity that occurs under your Platform Account, including for any actions taken by persons to whom you have granted access to the Platform Account either knowingly or unknowingly.

3.2 To register for a Platform Account, you or the person or people submitting the application (your "**Representative**") must provide us with 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 your business that we may require.

Further personal information about you and your business' ultimate beneficial owners, principals, directors, and your Platform Account administrator will be collected and managed under our Partner Terms and Conditions. You must use your and your business' true and accurate name when signing up for a Platform Account. Until you

have submitted, and our Partners have reviewed and approved, all required information, your Platform Account will not be available to you.

3.3 Your Platform Account is the digital management system for an account set up with TicknPay's Payment Services Provider to hold funds associated with your Platform Account (the "**Payment Account**"). Refer to our website www.ticknpay.com for details of the Payment Services Provider.

4. SECURITY AND ACCEPTABLE USE OF YOUR PLATFORM ACCOUNT

4.1 You are responsible for ensuring that the username and password to your Platform Account are kept securely and that all Instructions, notices and documents provided to us are complete, accurate and properly initiated by your representatives.

4.2 You acknowledge and accept that any limitation or impairment in your ability to use, access and operate the Platform Account or any Services may be due to factors outside the control of TicknPay. This includes acts of third parties who are not acting on behalf of TicknPay, technical conditions of the internet that cannot be influenced by TicknPay, and force majeure events. The hardware, software and any other technical infrastructure that you use can also influence your ability to use, access and operate the Platform Account or any Services. You acknowledge and accept that your usage of any such hardware, software and any other technical infrastructure shall be at your own risk.

5. ANTI-MONEY LAUNDERING AND KNOW-YOUR-CLIENT CHECKS

5.1 In order to enable TicknPay to comply with anti-money laundering and counter terrorist financing laws, guidelines and regulations and such other know-your-client and compliance requirements of our Partners ("**KYC Requirements**"), TicknPay will require information about the your identity, business, directors, officers, shareholders, employees, customers, suppliers and/or sources of funds ("**KYC Information**") from time to time to be shared with the Partners. You undertake to:

5.1.1 on request by TicknPay, promptly provide to the Partners such KYC Information and such additional information and supporting documentation as determined by the Partners as is necessary to ensure full compliance with all KYC Requirements; and

5.1.2 promptly provide written notice of any change to any KYC Information and supporting documentation and evidence of any change.

5.2 You warrant to TicknPay that all KYC Information provided by you is correct, complete, authentic and up-to-date.

5.3 By accepting these terms and conditions, you hereby agree and consent that the Partners may run further checks on your identity, and other background information by contacting and consulting relevant registries, and government authorities as they may select in their sole discretion.

6. PRIVACY

6.1 TicknPay and the Partners will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your Personal Data and any Customers' Personal Data you may transfer to TicknPay and/or the TicknPay Partners, as described in the Privacy Policy of the Payment Services Provider and Weavr which you can review on the TicknPay website.

7. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

7.1 By applying for and using the TicknPay Account, you represent, warrant and undertake to us that:

7.1.1 you have all necessary rights, authority and capacity to accept and agree to these Terms and Conditions and to use and access the TicknPay Account and any related Services;

7.1.2 all information provided by you is true, accurate and complete and that we may rely on such information;

7.1.3 you will provide TicknPay and the Partners with such KYC Information, certificate and document as we may reasonably request from time to time, and provide us with written notice of any changes to any KYC Information, certificate and document provided promptly upon knowledge of any such changes;

7.1.4 you will only use the TicknPay Account and Services for lawful purposes;

7.1.5 you will not do anything that could impair the proper operation of the Platform and the Platform's systems;

7.1.6 you will keep secure and confidential your Account password or any identification we provide you which allows access to the TicknPay Account and any related Services;

7.1.7 you will keep your device's browser, operating systems and anti-virus software (where applicable) up-to-date in order to ensure that your access to the TicknPay Account is secure; and

7.2 It is your responsibility to do the following:

7.2.1 monitor the balance of your Payment Account and promptly report to us any unauthorised payments or transfers from your Payment Account or of any suspicious matter to do with your Payment Account;

7.2.2 promptly tell us in writing about any change in your postal address, phone number, fax number or email address that we use to communicate with you, or any relevant change to any of your information we have in our records (including your signature, authorised signatory and mandate). You must also send us any documents we need to support this change. We will need at least seven (7) Business Days from receiving this information to change our records, after which the updated change will apply;

7.2.3 take reasonable care and precautions and have adequate internal-control procedures and security arrangements to prevent fraud, forgery or other unauthorised use of your Account and all related Services;

7.2.4 tell us immediately if you become aware of any actual or suspected fraud, forgery or other unauthorised use of your Account or any other matter concerning your Account and all related Services that you think looks suspicious, and provide relevant information to us so that we can investigate the matter.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The intellectual property rights in the Platform and all related Services are owned by TicknPay and its licensors. Nothing in these Terms and Conditions shall be interpreted or deemed to transfer to the Customer any such property rights.

8.2 The provisions of this Clause 8 (Intellectual Property Rights) shall survive the termination or expiry of these Terms and Conditions.

9. CONFIDENTIALITY

9.1 All information relating to TicknPay and/or its Partners, designated as being confidential, and all information not expressly designated as being confidential, but which should reasonably be deemed confidential by reason of its nature or content is considered confidential information ("**Confidential Information**").

9.2 You hereby undertake to take all necessary steps to protect the confidential nature of all Confidential Information belonging to TicknPay and its Partners, including only sharing the Confidential Information with parties which have a need to access such information in order to exercise rights and obligations in connection with the TicknPay Account.

9.3 This obligation to maintain confidentiality does not extend to information generally available to the public, already in the possession of or known to you at the time of disclosure, if you and/or your employees are obliged by law to disclose such information, and if the information had been disclosed to you by a third party without any obligation of confidentiality.

9.4 The provisions of this Clause 9 (Confidentiality) shall survive the termination or expiry of these Terms and Conditions.

10. TERMINATION AND SUSPENSION OF YOUR PLATFORM ACCOUNT

10.1 These Terms and Conditions and your Platform Account shall remain valid until terminated by TicknPay or you in accordance with the terms of these Terms and Conditions.

10.2 TicknPay may terminate or suspend your Platform Account at any time without having to give any reason or notice to you. Without prejudice to the generality of the foregoing, TicknPay may terminate or suspend your Platform Account without notice in any of the following circumstances:

10.2.1 your activities and/or use of the Platform Account and/or relevant Services are reasonably suspected by us to be in breach of the 'Terms of Use', our Partner Terms and Conditions, or any law, regulation, guideline, notice, judgment or order of any court or Authority;

10.2.2 if any information, certificate or document you provide to us is not true, accurate and complete in any respect;

10.2.3 in order for TicknPay to comply with applicable law, regulation, guideline, notice, judgment or order of any court or Authority or any undertaking or agreement to which TicknPay is party or subject to; and/or

10.2.4 if you have breached any term of these Terms and Conditions or Partner Terms and Conditions, we will not be liable for any loss, damage, expense, cost, claim or proceeding, whether direct, indirect or consequential, which you or any other person may suffer or face due to us exercising any of our rights in this Clause

10.3 You may terminate your Account at any time by giving us Instructions to do so.

10.4 Upon the termination of your Account, any accrued liabilities and all obligations under these Terms and Conditions will remain continuing and we shall remain entitled to debit from your Payment Account any amount outstanding and owing to us, including any overdrawn amounts (if any), expenses, fees, charges and payments owing from transactions carried out before the termination of your Platform Account, and any other charges you owe on the Platform Account.

10.5 The rights conferred on TicknPay under this Clause 10 (Termination and Suspension of your Platform Account) shall survive termination.

11. LIMITATION OF LIABILITY

11.1 TicknPay shall not be responsible or liable in any way to you for any inconvenience, loss, damage, claim, cost or expense of any nature or embarrassment or injury suffered or incurred by you or any third party, in each case whether foreseeable or not, resulting from, arising out of or in connection with any of the following:

11.1.1 any act, omissions or delay of any of the Partners or any other third party;

11.1.2 any refusal or delay by any Partners or any other third party to authorise, process, facilitate or approve any transaction, funds transfer or reversal you wish to effect in connection with your Payment Account or any Service;

11.1.3 if you are deprived of the use of any goods, services, machinery, equipment, products and/or systems (whether electronic, telecommunicative or otherwise) as a consequence of any action, omission or delay by any third party;

11.1.4 TicknPay is unable to perform its obligations under these Terms and Conditions due, directly or indirectly, to the failure, defect or malfunction of any machine, system of authorisation, data processing or communication system, transmission link, or any industrial dispute, war, act of God, fire, flood, civil or labour disturbance, terrorism, pandemic, act of any governmental authority or any other act or threat of any authority (de jure or de facto), fraud or forgery (other than on the part of TicknPay), legal constraint, or anything outside the control of TicknPay;

11.1.5 any damage to or loss of or inability to retrieve any data or information that may be stored in any microchip or circuit howsoever caused or any failure in the performance or function or breakdown or disruption of any of the TicknPay's computers (whether hardware or software), machinery, equipment, products and/or systems (whether electronic, telecommunicative or otherwise) maintained by, used for, by TicknPay or in connection with TicknPay's business or otherwise whatsoever, including but not limited to the failure or inability of such computers, machinery, equipment, products and systems or any one or more of them to accept, recognise, store, process and/or transmit dates or data with respect to dates;

11.1.6 the unauthorised use of the Platform Account and/or any Service and/or the Payment Account, or any transaction effected by an unauthorised person; or

11.1.7 you failing to keep to the terms of these Terms and Conditions or in any way being involved in fraud, forgery or other unauthorised use of your Platform Account and/or any Service.

11.2 Without prejudice to the generality of the provisions of this Clause 11 (Limitation of Liability), TicknPay is not liable in any way to you for any loss, damage, cost or expense of any nature arising out of or in connection with your use of the Platform Account and/or any Service and/or these Terms and Conditions except where (and only to the extent that) you have conclusively established in the courts of England that the aforesaid has occurred as a direct result of fraud, gross negligence or willful default on our part.

11.3 Notwithstanding any provision of these Terms and Conditions to the contrary, TicknPay shall not in any event be liable under any circumstances for any special, indirect, punitive or consequential loss or damages of any kind whatsoever (including but not limited to lost profits, business, goodwill, reputation or opportunity), in each howsoever caused or arising and whether arising directly or indirectly and whether or not foreseeable, even if TicknPay is actually aware of or has been advised of the

likelihood of such loss or damage and regardless of whether the claim for such loss or damage is made in negligence, for breach of contract, breach of trust or otherwise.

11.6 The provisions of this Clause 11 (Limitation of Liability) shall survive the termination or expiry of these Terms and Conditions.

12. RECOVERY OF COSTS

12.1 Any costs, fees or expenses (including legal costs) we incur as a result of your breach of the terms of these Terms and Conditions or otherwise arising out of our enforcement of any rights under these Terms and Conditions shall be recoverable by us from you on a full indemnity basis.

12.2 Without prejudice to the foregoing, you agree to indemnify TicknPay and its directors, officers, employees and agents (each a "TicknPay Party" and collectively, the "TicknPay Parties") against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs and expenses) suffered, incurred or sustained in connection with or as a result of any of the following:

12.2.1 your use or misuse of the Platform Account and/or Services and/or Payment Account including, without limitation, all transactions regardless of whether or not authorisation has been sought and/or given;

12.2.2 any dispute you have or may have with your directors, officers, employees, agents and beneficiaries (as may be applicable) about opening, managing, using or maintaining your Platform Account and any Service;

12.2.3 us acting on the Instructions of your representatives which we believe in good faith to be genuine;

12.2.4 any breach of any provision of these Terms and Conditions by you or your representatives;

12.2.5 the enforcement or protection of TicknPay's rights and remedies against you and/or your representatives, as applicable, under these Terms and Conditions;

12.2.6 an insufficiency of available funds in the Payment Account to meet a request for payment of any transaction or settlement of any other liability hereunder. and/or

12.2.7 your or your representative's violation of any applicable laws, rules or regulations, including, without limitation, any violation of applicable laws, rules, or regulations resulting from your use of the Account and/or any Service.

This Clause 12.2 shall not apply in case of any claims, demands, action, proceedings, losses, damages, costs and expenses suffered, incurred or sustained by a TicknPayParty as a direct result of any fraud, gross negligence or wilful misconduct on the part of the TicknPay Party.

12.3 The indemnities in these Terms and Conditions are in addition to and not in substitution for any other indemnity or right in favour of TicknPay given by law or otherwise and shall not be affected or discharged by anything.

12.4 No provision of these Terms and Conditions shall require TicknPay to expend or risk its own funds or otherwise incur any expense or financial liability in the performance of any of its duties hereunder, or in exercise of any of its rights or powers.

12.5 The provisions of this Clause 12 (Recovery of Costs) shall survive the termination or expiry of these Terms and Conditions.

13. SET OFF AND CONSOLIDATION

13.1 If you owe us any money, fees, charges or other amounts (whether due immediately or later), we have the right, at any time, without giving you notice, to set off and deduct from your Payment Account the amount owed, even if this would make your Payment Account overdrawn. If we need to convert currency, we will do so using our currency exchange rate in force at the time.

13.2 TicknPay is entitled to apply any and all payments it receives from or for your Payment Account in such manner and order and to such transaction as it may determine or select regardless of any specific appropriation made by you or any person making such payment(s).

14. VARIATION OF THESE TERMS AND CONDITIONS

14.1 We may amend, supplement, delete and/or revise any part of these Terms and Conditions at any time with notice, and such changes shall take effect on the date specified in the notice. Any such notices and updated terms will be published on the Platform.

14.2 If you do not accept the revised terms, you have the option to close your Platform Account before they take effect. If you retain or use the Platform Account after TicknPay has given notice of any changes in these Terms and Conditions, you are deemed to have accepted and agreed to such changes without reservation.

15. COMMUNICATIONS

15.1 TicknPay shall be entitled (but not obliged), at its sole discretion, to rely and act on any Instruction, communication or request which TicknPay in its sole opinion believes originates from you (whether orally or in writing (including by email) and whether in person or over the telephone, by facsimile, via the Platform or other means of telecommunication and whether genuine or with or without your consent or authority), and any action taken by TicknPay pursuant thereto shall bind you.

15.2 Any Instruction, notice, certificate, report or document called for by or provided to TicknPay (whether or not addressed to the TicknPay) in accordance with or for the purpose of these Terms and Conditions may be relied upon by TicknPay as sufficient

evidence of the facts therein and shall, in the absence of manifest error, be conclusive and binding on the Customer, and TicknPay shall not be responsible for any loss occasioned by acting or refraining from acting in reliance on any such Instruction, notice, certificate, report or document.

15.3 When you ask enter into the Platform instructions to transfer funds on the Payment Account, it is your responsibility to make sure that you give us complete, clear and accurate information so we can carry out your request.

15.4 TicknPay shall not be under any duty to verify the identity of any person communicating purportedly as or on behalf of you.

15.5 TicknPay may serve any writ of summons, statement of claim, statutory demand, bankruptcy application or other legal process or document in respect of any action or proceedings under these Terms and Conditions required by any relevant law, including without limitation, the rules of court or other statutory provisions, to be served on you by personal service, by leaving the same at, and/or sending the same by ordinary post, to the last known address (whether such address is a post office box or is a place of residence or business) as may be provided or disclosed to TicknPay or its solicitors. To the fullest extent permitted by law, you agree that such legal process or document is deemed to have been duly served on you even if it is returned undelivered: (a) on the date of delivery, if sent by hand and/or left at the last known address; or (b) on the date immediately following the date of posting, if sent by post. You further agree that service of such legal process is deemed to be good and effective service of such legal process on you and nothing in these Terms and Conditions shall affect TicknPay's right to serve legal process in any other manner permitted by law.

16. GENERAL

16.1 If any one or more of the provisions of these Terms and Conditions or any part thereof is declared to be illegal, invalid or unenforceable under any applicable law, it will not affect the legality, validity or enforceability of the remainder of these Terms and Conditions in such jurisdiction or the legality, validity or enforceability of these Terms and Conditions in any other jurisdiction.

16.2 The remedies under these Terms and Conditions are cumulative and are not exclusive of the remedies provided by law.

16.3 No forbearance or failure or delay by TicknPay in exercising any right, power or remedy is to be deemed to be a waiver or partial waiver thereof on the part of TicknPay; and no waiver by TicknPay of any breach of these Terms and Conditions on your part is to be considered as a waiver of any subsequent breach of the same or any other provision of these Terms and Conditions.

17. ASSIGNMENT AND ENCUMBRANCE

17.1 You may not assign, transfer or otherwise dispose of any of your rights, benefits or obligations under these Terms and Conditions or the Platform Account. You may not

create any security, charge or any other form of encumbrance over your Platform Account.

17.2 We may assign or transfer to any third party (including, without limitation, to any other corporation within the TicknPay Group) any of our rights, benefits and obligations under these Terms and Conditions and/or the Account without your consent or the need to provide you with any prior notice of such assignment or transfer, and you irrevocably consent to any such assignment or transfer by us.

18. CONCLUSIVENESS OF DOCUMENTS

18.1 Any Instruction or document relating to any transaction bearing your signature (physical, digital, electronic or otherwise) or authorised by you on the Platform or otherwise made with your instruction shall be conclusive evidence of the fact that the transaction therein stated or recorded was authorised and properly made or effected by you.

18.2 You shall ensure that any statements, confirmations, advices and records ("Statement") you receive from TicknPay are examined within a reasonable time of receipt and, thereupon, you shall promptly notify TicknPay of any mistake or discrepancy of which you become aware from such Statements within 7 days of the date of such Statement.

18.3 TicknPay shall not be responsible for your reliance on any Statement which is subsequently updated or corrected or for the accuracy or timeliness of information supplied by any Partner or third party to TicknPay.

18.4 If you do not notify TicknPay in writing of any inaccuracy or error in any Statement within 7 days of the date of such Statement, it shall constitute conclusive evidence that:

18.4.1 every transaction stated therein has been effected by you; and

18.4.2 every charge stated therein, every amount debited therein has been validly and properly incurred or debited in the amount stated therein.

18.5 Nothing in this Clause 18 (Conclusiveness of Documents) shall prevent TicknPay from rectifying any errors, omissions in any Statement and any such amended Statement shall be binding on you.

19. THIRD PARTIES

19.1 A person who or which is not a party to these Terms and Conditions shall not have any right to enforce any provision of these Terms and Conditions. This provision does not apply to the TicknPay Parties.

20. GOVERNING LAW AND JURISDICTION

20.1 This Agreement shall be governed by and construed in accordance with English law and the Parties hereto agree to submit to the non-exclusive jurisdiction of the English Courts.

20.2 If anyone brings a claim against us related to your actions, content or information on our Platform, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.