

ZoidPay Terms and Conditions

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1. Scope

- 1.1. This ZoidPay Terms and Conditions govern the legal relationship between ZCN ZOID LTD (hereinafter referred to as “Company” “us”), a Cypriot legal entity, with its registered office, located at Zinonos Sozou 11, 3rd Floor, Flat/Office 303, 1075, Nicosia, Cyprus, registered under no. 3839500, and VAT code CY10383950S, and You (a person as defined in the Definition section of this Terms (hereinafter referred to as “Terms”).
- 1.2. You represent that you are acting on your own behalf, you are an individual resident of an eligible jurisdiction, you are at least of the age of legal majority where you live (which is currently 18 years old, in most cases), and the application you submitted to us in connection with the account is true and complete in all material respects and that there has been no Material Adverse Change not reflected on your application. If any of the foregoing is not true, you are not eligible to use any Services, and doing so will be unauthorized and a breach of this Agreement.
- 1.3. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT OR IF ANY OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT IS INACCURATE AS APPLIED TO YOU, DO NOT ACCESS ZOIDPAY WEBSITE, AND/OR ANY PRODUCTS AND SERVICES. CONTACT US TO CANCEL YOUR ACCOUNT, IF YOU ALREADY HAVE CREATED ONE.
- 1.4. NO SIGNATURE OF EITHER PARTY IS REQUIRED FOR THIS AGREEMENT TO BE LEGALLY BINDING AGAINST EACH PARTY.

2. Definitions

- 2.1. Terms used in this Agreement with their initial letters capitalized have the meanings ascribed to them in this section or where they are elsewhere defined in this Agreement. Any term defined in the singular will have the corresponding definition in the plural (and vice versa). As used in this Agreement:
- 2.2. “Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.
- 2.3. “Agreement” means these Terms of Service and all Attachments.
- 2.4. “Confidential Information” means all non-public information disclosed by one party to the other in connection with this Agreement that the disclosing party marks as confidential or which the receiving party should reasonably know to be the confidential information of the other party.
- 2.5. “Effective Date” means the date on which You are depositing ZPAY tokens.
- 2.6. “Eligible jurisdictions” means jurisdictions that are not Prohibited. See “Prohibited jurisdiction” and ZoidPay Chrome Extension eligible jurisdictions” below.
- 2.7. “Fillit” means the product and services owned by Streamflow EAD which include but are not limited to the card issuance
- 2.8. “Party” means you or us, as applicable, and “Parties” means you and us collectively.
- 2.9. “Person” means any individual, organization, business, partnership, entity, corporation, or government.
- 2.10. “Platform” means our technology platform and infrastructure that we use to perform the Service.
- 2.11. “Prohibited jurisdiction” means the United States, Afghanistan, Belarus, Bosnia and Herzegovina, Burma (Myanmar), Central African Republic, China, Côte D'Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo,

Democratic People's Republic of Korea (North Korea), Eritrea, Ethiopia, Guinea-Bissau, Iran, Iraq, Lebanon, Liberia, Libya, Russia, Somalia, South Sudan, Sudan, Syria, Uganda, Vanuatu, Venezuela, Yemen, and Zimbabwe.

- 2.12. "ZoidPay Account" means your account with ZoidPay as described and governed by this Agreement.
- 2.13. "ZoidPay Chrome Extension" means an extension of the browser Google Chrome that can be installed from the Chrome Web Store, which allows you to make payments from your crypto wallet addresses.
- 2.14. "ZoidPay Chrome Extension eligible jurisdictions" means the following jurisdictions: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, and Sweden.
- 2.15. "ZoidPay Tokens" (ZPAY) means digital tokens issued on TomoChain and its TRC21 standard, on Elrond Network, and on its ESDT standard.
- 2.16. "ZoidPay Shopping Pool" (ZSP) means 1,000 (one thousand) virtual pools of shoppers.
- 2.17. "ZoidPay Shopping Pool Owner" (ZSPO) means a person that has deposited the necessary amount of ZPAY and locked them up for the required period in order to be an owner for a ZSP. A ZSPO is also a Participant in the Shopping Pool.
- 2.18. "ZoidPay Shopping Pool Participant" (ZSPP) means a person that has deposited a minimum of 1,000.00 (one thousand) ZPAY in a ZoidPay Shopping Pool.
- 2.19. "ZoidPay Shopping Pool Rewards" (ZSPR or Rewards) means ZPAY Tokens distributed by the ZSPs.
- 2.20. "You" means a person that is a Shopping Pool Owner or/and a Shopping Pool Participant.

3. Your ZoidPay Account

- 3.1. **QUALIFICATIONS:** You must be qualified and receive approval from ZoidPay to use any Service. Whether you are qualified and whether any use of any Service is approved is determined by ZoidPay at its sole

discretion. Without limiting the foregoing, ZoidPay may make such determinations when, you request to open an account when you request an additional Service when you attempt to make a purchase, and/or at any other time that ZoidPay deems to be appropriate. ZoidPay may close, suspend, restrict, or limit your account and/or your use of or ability to transact in connection with any Service in ZoidPay's sole discretion at any time for any reason without notice to you.

3.2. ACCESS TO YOUR ACCOUNT

- 3.2.1. You are responsible for maintaining the secrecy of the login credentials to your ZoidPay Account. You agree to establish reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals, which includes choosing passwords and other credentials in a manner that will protect the security of your information. Your credentials include your username and password to your ZoidPay Account and to any third-party account, you have used to log in to your ZoidPay account.
- 3.2.2. Please notify us immediately of the loss, theft, or possible unauthorized use of your account at hello@zoidpay.com.
- 3.2.3. If you permit any person to use your account information, login, or other details with the authorization to obtain credit on your account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable. Further, you acknowledge and agree that you will not hold ZoidPay responsible for, and will indemnify ZoidPay from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant. Authorized users of this account may have the same access to information about the account and its users as the account holders. Notice to any of you will be considered notice to all of you. We do not advise you to share your account details with other users, but we will consider someone to be an authorized user on your account if you: (1) notify us in writing that you want someone (such as a trustee, executor, or spouse) added to your account as an authorized user; (2) lend or otherwise intentionally give your account access details to another; or (3) take any other action in which you would be legally considered to have allowed another to use your account or to be legally prevented from denying that you did so. You must think carefully before you allow

anyone to become an authorized user. By doing so, you authorize the person to use your account to the same extent you can, including but not limited to making any purchases and allowing others to use your account. Your account does not permit you to limit the nature or amount of authority you give to any authorized user and you will not attempt to do so. An authorized user's authority will continue until you both notify us that you are terminating the authority and you create new access details (i.e. login and/or password).

3.3. **USE OF YOUR ACCOUNT AND THE SERVICES:** You will spend your own crypto. You may not use or permit your account to be used to make any illegal transaction.

3.4. **ACCOUNT FEES**

3.4.1. **Account fees for the ZoidPay Chrome Extension**

3.4.1.1. **Standard fee:** The standard fee for the service is **5%**, which is added on top of the price of the cryptocurrency in which the payment is being made.

3.4.1.2. **Token fee:** Depending on the token and its network fees, there might be added a premium on top of the standard fee. (e.g. in the case of a surging network on the Ethereum blockchain, the token fee will be adjusted.)

3.5. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

3.6. **SUSPENSION OR CLOSURE OF YOUR ACCOUNT.** We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason.

3.7. **DORMANT ACCOUNTS.** ZoidPay may close your account if you do not log in to the ZoidPay Account.

4. **Information about you**

4.1. When you create a ZoidPay Account you provide information about yourself. In order to comply with regulation requirements, we may ask for

information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or verify your information against third-party databases or through other sources. In addition, we may also ask you for identifying documents to help us validate your identity. ZoidPay reserves the right to close, suspend, or limit access to your ZoidPay Account, ZoidPay Chrome Extension, and/or the ZoidPay ecosystem in the event we are unable to obtain or verify this information.

- 4.2. **AGREEMENT TO PROVIDE ACCURATE INFORMATION.** You agree that when you provide information to ZoidPay, you will only and at all times provide true, accurate, current, non-misleading, and complete information, and you agree not to misrepresent your identity or any of your account information or related details. You further agree to keep your account information up-to-date and accurate.
- 4.3. **YOUR SUBMITTED DATA.** You are wholly responsible for any data you transmit to the ZoidPay Account, and/or the ZoidPay ecosystem ("Submitted Data"), whether such data consists of pictures, artwork, text, or other data types, such as audio, video, or multimedia. It is illegal to reproduce or distribute copyrighted material without the permission of the copyright owner or to use trademarks without the permission of the trademark owner. You are responsible for ensuring that no Submitted Data you transmit to the ZoidPay Account and/or the ZoidPay ecosystem violates any copyright or trademark right and that it complies with these Terms. Before transmitting Submitted Data to the ZoidPay Account and/or the ZoidPay ecosystem, you should ensure that such Submitted Data is in the public domain and therefore not subject to copyright protection, or that you have the consent of the copyright or trademark owner to use the material. By uploading Submitted Data to the ZoidPay Account and/or the ZoidPay ecosystem and/or by submitting Submitted Data for integration into any ZoidPay Service or Product for processing, sharing, storage, or fulfillment: (i) you grant us a limited, royalty-free, and non-exclusive license to use, adapt, transmit, transfer, store, copy and display the Submitted Data solely in connection with our providing products and/or services to you; and (ii) you represent and warrant to us that the Submitted Data is in the public domain; or that you have all right, title and interest in and to all copyrights in the Submitted Data, or that you have the express permission to copy and use such Submitted Data for all purposes related to the products you order through the Site. You further represent

that the Submitted Data does not violate or infringe upon the proprietary rights (including privacy, moral or publicity rights) of others.

4.4. SUBMITTED DATA CONTENT POLICY AND ACKNOWLEDGEMENT.

You may not upload to the Website any material, whether text, images, or otherwise, that (a) infringes any copyright, trademark, right of privacy, right of publicity, or any other right of a third party, including without limitation, images of celebrities, actors, musicians, sports figures, politicians, cartoon characters or public figures of any kind; (b) is unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane or offensive to the community or to any reasonable segment thereof, or (c) phone numbers, addresses, account numbers, personalized identification numbers or URL addresses (collectively, "Inappropriate Content"). The content of the Submitted Data you submit is governed by applicable laws (including laws that prohibit infringement of copyrights and trademarks, obscenity, pornography, child pornography, or child abuse). We have no obligation to monitor the Submitted Data. However, we (and our licensees, suppliers, fulfillers, or otherwise any of our Third-Party associates) reserve the right at all times to review the Submitted Data, to disclose the Submitted Data as necessary to satisfy any laws, regulations, or governmental requests, and to report any potential violations of law to law enforcement authorities, to refuse to post or transmit the Submitted Data, to remove the Submitted Data, and to refuse to perform any orders for processing or fulfillment for Submitted Data that are, in our sole judgment and discretion, (or in the sole judgment and discretion of any of the entities described above), objectionable or in violation of these Terms. Any such violation may be considered by ZoidPay in its sole discretion as sufficient grounds to suspend or delete your Account.

4.5. SUBMITTED DATA GUIDELINES. ZoidPay reserves the right to determine at its sole discretion, whether Submitted Data will be accepted for incorporation into any ZoidPay Products or Services. If ZoidPay does not approve the Submitted Data, we will notify you by email that your submission has been rejected. At such time you may submit another image for consideration in a subsequent order. In the event that the Submitted Data can be supported in multimedia formats, please consider that image files can be in .JPEG, .GIF, or .PNG formats; small images will reproduce poorly when printed, increasing the scale of your image may cause it to print poorly, the bigger the image you choose, the longer it will take to upload, and the time your image takes to upload depends on your own internet connection speed.

5. ZoidPay Chrome Extension

- 5.1. ZoidPay Chrome Extension allows you to use your ZoidPay account to pay for online purchased goods and services with your crypto.
- 5.2. ZoidPay Chrome Extension requires you to have a ZoidPay Account and a Fillit Account, which means you have to pass two Know Your Customer (KYC) procedures. Please follow the steps provided in the ZoidPay Chrome Extension Onboarding Process.
- 5.3. ZoidPay Chrome Extension shall be used as described in the ZoidPay Chrome Extension Usability Flow.
- 5.4. ZoidPay Chrome Extension offers the rewards and benefits described in the ZoidPay Chrome Extension Rewards Program.
- 5.5. The ZoidPay Chrome Extension Onboarding Process, ZoidPay Chrome Extension Usability Flow, and ZoidPay Chrome Extension Rewards Program can be modified, or changed, ZoidPay's sole discretion at any time for any reason without notice to you.

6. ZoidPay Shopping Pool

- 6.1. The Company agrees to:
 - 6.1.1. Create a number of 1,000 (one thousand) ZSP.
 - 6.1.2. Limit and never change the number of ZSP.
 - 6.1.3. Award ZSPs based on the first-come, first-served rule to any person that deposits the necessary amount of ZPAY and locks them for the required period in order to get a ZSP.
 - 6.1.4. Guarantee the Participants their locked ZPAY tokens.
 - 6.1.5. Return the deposited ZPAY tokens to any participant upon their request, after the lockup period ends.
 - 6.1.6. Distribute Rewards to the ZSP and their participants on a monthly basis.
 - 6.1.7. Develop, operate, and maintain the infrastructure for ZSP.
- 6.2. You agree to:

- 6.2.1. Deposit the required amount of ZPAY in order to become a ZoidPay Shopping Pool Owners and/or Participants
- 6.2.2. Deposit only your ZPAY and not ZPAY owned by any other third party.
- 6.2.3. Participate in only one Shopping Pool.
- 6.2.4. Lockup the deposited ZPAY tokens for one of the following periods 1, 3, 6, and 12 months.
- 6.2.5. Lockup the deposited ZPAY tokens for the required period. You understand and agree that you will be able to unlock and withdraw the staked tokens only after the staking period has ended. To be very clear, you will not be able to withdraw the tokens before the lockup period ends.
- 6.3. You are entitled to receive Rewards.
 - 6.3.1. Rewards are earned based on the lockup periods as follows: 5% per year for 1 month; 7% per year for 3 months; 9% per year for 6 months; and 12% per year for 12 months.
 - 6.3.2. Rewards will be distributed on a monthly basis.
 - 6.3.3. Any transfer of the Rewards will be made to the wallet or account from which the tokens were deposited.
- 6.4. ZOIDPAY SHOPPING POOL OWNERS AND PARTICIPANTS ARE RESPONSIBLE FOR MAINTAINING THE SECURITY OF THEIR ACCOUNTS AND KEYS AT ALL TIMES.
- 6.5. You are expected to have knowledge and understanding of blockchain technology, ZoidPay tokens, accounts, keys, and Shopping Pools.
- 6.6. You are expected to have conducted your own thorough investigation of the ZoidPay Shopping Pool, ZoidPay tokens, and other matters considered in this Agreement in determining to participate in the Shopping Pools.
- 6.7. IT IS STRICTLY FORBIDDEN FOR YOU TO DISCLOSE THE DEPOSIT ADDRESS OF ZPAY TO ANY THIRD PARTY, NOR TO INDUCE THIRD PARTIES TO USE THE SHOPPING POOL AND/OR THE ZOIDPAY ECOSYSTEM INDIRECTLY.

- 1.1. Upon the termination of this Agreement, provided that You are not in material breach of this Agreement, and you will be able to claim your deposited ZPAY.

7. Availability

- 7.1. The ZoidPay ecosystem is available through the Internet, and You acknowledge that access to the ZoidPay ecosystem depends on numerous factors, technologies, and systems, all of which are beyond the authority and control of the Company.
- 7.2. You acknowledge and agree that the Company shall not be liable or responsible for any inability to access or use the ZoidPay ecosystem due to blockchain and/or computer network issues.
- 7.3. You acknowledge and agree that the Company may employ, delegate, engage, associate, or contract with one or more affiliates, agents, or service providers as the Company may deem necessary or desirable to assist it in providing access to the ZoidPay Account and/or ZoidPay ecosystem or discharging its other obligations under this Agreement; provided, however, that the Company shall be as responsible to You for the acts and omissions of any such affiliates, agents or service providers as it is for its own acts and omissions under this Agreement.

8. Access and Restrictions on Use

8.1. Access

- 8.1.1. Access and use of the ZoidPay ecosystem are limited to the owners of ZoidPay Accounts.
- 8.1.2. You shall not permit any other entity or person to use your ZoidPay Account, and/or the ZoidPay ecosystem and You shall immediately notify the Company of any unauthorized use of your ZoidPay Account, and/or the ZoidPay ecosystem.

8.2. Certain Restrictions and Limitations

- 8.2.1. You are solely responsible for all information and the usage that You make available via the ZoidPay ecosystem.
- 8.2.2. You agree that you shall not use the Service:

- 8.2.2.1. in a manner that negatively affects other users or interferes with or disrupts the ZoidPay ecosystem.
- 8.2.2.2. in any manner that intentionally or unintentionally violates any applicable law, regulation, or sanctions.

8.3. Acceptable use

- 8.3.1. You shall not:
- 8.3.2. (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem; (ii) modify, adapt, or translate the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem; (iii) make any copies of the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem; (iv) resell, distribute, or sublicense the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem; (v) remove or modify any proprietary marking or restrictive legends placed on the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem; (vi) use the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem (A) in violation of any law or regulation, (B) to build a competitive product or service, or (C) for any purpose other than to perform this Agreement; nor (vii) introduce, post, upload, transmit, or otherwise make available to or from the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem any Prohibited Content.
 - 8.3.2.1. send or store malicious code in connection with the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem or otherwise interfere with or disrupt the performance of the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem.

- 8.3.2.2. use manual or automated tools to scan or probe the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem in order to determine vulnerabilities.
- 8.3.2.3. attempt to gain access to the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem or its related systems or networks in a manner inconsistent with the permitted use of the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem.
- 8.3.2.4. authorize, permit, or encourage any third party to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem; (ii) modify, adapt, or translate the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem; (iii) make any copies of the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem; (iv) resell, distribute, or sublicense the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem; (v) remove or modify any proprietary marking or restrictive legends placed on the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem; (vi) use the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem (A) in violation of any Law or regulation, (B) to build a competitive product or service, or (C) for any purpose other than to perform this Agreement; nor (vii) introduce, post, upload, transmit, or otherwise make available to or from the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem any Prohibited Content.

- 8.3.3. You shall bear the risk of loss for, and assume all liability arising from, any unauthorized or fraudulent usage of the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem.
- 8.3.4. The Company reserves the right but is not required, to take any and all action it deems appropriate, including, without limitation, blocking access to geographic areas or suspending access to ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem in order to prevent or terminate any fraud, abuse or illegal use of or activities in connection with the ZipPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem or any other breach of this section, provided, however, that any such action by the Company shall be consistent with applicable laws, rules, and regulations.

9. Commitments

- 9.1. The Company has made no commitments or promises orally or in writing with respect to delivery of any future features or functions of the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem.
- 9.2. In relation to any future features or functions, all presentations, request for proposal responses, and/or product roadmap documents, information, or discussions, either prior to or following the entering into of this Agreement, are for informational purposes only, and the Company shall have no obligation to provide any future releases or upgrades or any features, enhancements or functions unless specifically agreed to in writing by both parties.
- 9.3. You acknowledge that You did not make any decisions based upon any future features or functions of the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem.

10. Discontinuation

- 10.1. The Company reserves the right to discontinue the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem, or any part of it at any time for any

or no reason. If the Company decides to discontinue the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem, or any part of it, we will publically announce our intention to do so providing a minimum of 30 days notice using public channels including our website, blog, and Telegram group.

11. Termination

- 11.1. Either party may terminate this agreement at any time for any or no reason.
- 11.2. Upon termination of this Agreement, all licenses to access and use the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem will likewise terminate, and You will immediately thereafter discontinue all such access and use.
- 11.3. Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement including, without limitation, deposits, rewards, confidentiality obligations, warranty disclaimers, indemnification, and limitations of liability.

12. Intellectual Property

- 12.1. The company owns and shall retain all rights, title, and interest in and to the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem all components thereof, including without limitation all related applications, all application programming interfaces, user interface designs, software, and source code, and any and all intellectual property rights therein, including, without limitation all registered or unregistered (a) copyright, (b) trademarks, (c) service marks, (d) trade secret, (e) trade name, (f) data or database rights, (g) design rights, (h) moral rights, (i) inventions, whether or not capable of protection by patent or registration, (j) rights in commercial information or technical information, including know-how, research and development data and manufacturing methods, (k) patent and (l) other intellectual property and ownership rights, including applications for the grant of any of the same, in or to the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem and all other related proprietary

rights of the Company (together, with any and all enhancements, corrections, bug fixes, updates and other modifications to any of the foregoing and any and all data or information of any kind transmitted by means of any of the foregoing, the “Proprietary Information”).

- 12.2. You acknowledge and agree that You shall not reverse engineer, copy, bug fix, correct, update, transfer, reproduce, republish, broadcast, create derivative works based on, or otherwise modify, in any manner, all or any part of the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem, or the Proprietary Information.
- 12.3. You further agree to keep, the Proprietary Information confidential and not to transfer, rent, lease, loan, sell or distribute, directly or indirectly, all or any portion of the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem, or any Proprietary Information to any third party without the prior written consent of the Company.

13. Confidentiality

- 13.1. All information provided under this Agreement by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) regarding the Disclosing Party’s business and operations, including without limitation the terms of this Agreement, shall be treated as confidential (“Confidential Information”).
- 13.2. All confidential information provided under this Agreement by Disclosing Party shall be used, including disclosure to third parties, by the Receiving Party or its agents or service providers, solely for the purpose of performing or receiving the Service and discharging the Receiving Party’s other obligations under this Agreement or managing the business of the Receiving Party and its affiliates, including financial and operational management and reporting, risk management, legal and regulatory compliance, and client service management. However, information is not confidential to the extent (i) it is or becomes publicly available other than through a breach of this Agreement, (ii) it is independently derived by the Receiving Party without the use of any information provided by the Disclosing Party in connection with this Agreement, (iii) it is disclosed to comply with any legal or regulatory proceeding, investigation, audit, examination, subpoena, civil investigative demand or other similar processes, (iv) it is disclosed as required by operation of law or regulation,

or (v) where the party seeking to disclose has received the prior written consent of the party providing the information, which consent shall not be unreasonably withheld.

14. Data Privacy

- 14.1. All data is used according to the ZoidPay Data Privacy Policy and the GDPR.

15. Representations and Warranties

15.1. Mutual Representations and Warranties

- 15.2. Each party represents and warrants to the other party that it has the requisite power and authority to enter into this Agreement and to carry out all activities and transactions contemplated hereunder.

15.3. Your Representation and Warranties

- 15.4. In addition to the representations and warranties set forth in the Mutual Representations and Warranties section, You represent and warrant to the Company that You have all rights, title, and interest in and to the ZPAY tokens that you deposit if you are using ZoidPay Shopping Pool.
- 15.5. The execution, delivery, and performance of this Agreement by You (i) do and will not conflict with or violate any Law, and (ii) are not in violation or breach of, and will not conflict with or constitute a default under, any contract, agreement, or commitment binding upon You.
- 15.6. You are not entering into this Agreement or for the purpose of making an investment with respect to the Company, but instead, and only, to receive access to the ZoidPay ecosystem.
- 15.7. To the extent applicable to You, You warrants to the Company that:
 - 15.7.1. **Knowledge & expertise:** You have in full and that You understand and agree with this Agreement, the information provided regarding the ZoidPay ecosystem, and You have adequate knowledge and expertise of distributed ledger/blockchain technologies, tokens, accounts, keys.

- 15.7.2. **Due diligence:** You have conducted your own, independent, thorough, and positive due diligence on the ZoidPay ecosystem and other matters considered in this Agreement in determining to use the ZoidPay ecosystem.
- 15.7.3. **Risks:** You understand and agree that being a Party of this Agreement may be subject to material underlying risks, such as liquidity risks (e.g. locking periods), market risks, credit/counterparty risks, slashing risks, blockchain risks, and/or other operational risks.
- 15.7.4. **Own account:** You are acting on your behalf, using your own account and you made your decision to enter into this Agreement independently and as to whether this Agreement is appropriate or proper for the Licensee based upon your own judgment and upon advice from such advisers as You have deemed necessary.
- 15.7.5. **Sanctions & embargoes:** You are not on the US OFAC, United Nations, and/or European Union sanctions/embargo.

15.8. Company's Limited Warranty

- 15.8.1. ZCN ZOID LTD AND ITS AFFILIATES MAKE NO COMMITMENTS OR WARRANTIES ABOUT THE CONTENT, RELIABILITY, OR AVAILABILITY OF THE SERVICES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICES. ZCN ZOID LTD AND ITS AFFILIATES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY REGARDING NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ZCN ZOID LTD AND ITS AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF PAYMENT TRANSACTIONS OR THE SERVICES.
- 15.8.2. YOU ACKNOWLEDGE AND AGREE THAT EXCEPT AS SET FORTH IN THE PREVIOUS SECTION (15.8.1), THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE BLOCKCHAIN DATA

AND THE INFORMATION CONTAINED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ZCN ZOID LTD MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICE WILL COMPLY WITH ANY OBLIGATIONS THAT YOU MAY HAVE UNDER ANY APPLICABLE LAWS, RULES, REGULATIONS, OR SIMILAR OBLIGATIONS, AND ZCN ZOID LTD SHALL NOT HAVE ANY LIABILITY OR BE RESPONSIBLE FOR ANY DAMAGES, LIABILITIES, SLASHING PENALTIES, LOSSES, COSTS, OUT-OF-POCKET COSTS OR EXPENSES (INCLUDING ATTORNEYS' FEES), WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO YOUR COMPLIANCE WITH ANY OBLIGATIONS UNDER ANY APPLICABLE LAWS, RULES, REGULATIONS, OR SIMILAR OBLIGATIONS. WITHOUT LIMITING THE FOREGOING, ZCN ZOID LTD DOES NOT REPRESENT OR WARRANT THAT (I) THE SERVICE WILL BE ERROR-FREE, UNINTERRUPTED, OR AVAILABLE AT ALL TIMES; (II) THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT PROVIDED BY YOU. (III) YOU ACKNOWLEDGE AND AGREE THAT TECHNICAL PROBLEMS MAY PREVENT ZCN ZOID LTD FROM PROVIDING ALL OR ANY PART OF THE SERVICE AND (IV) EXCEPT AS SET FORTH IN THE FIRST SENTENCE OF THIS SECTION, ZCN ZOID LTD MAKES NO WARRANTIES AND YOU RECEIVE NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE SERVICE AND ZCN ZOID LTD HEREBY SPECIFICALLY DISCLAIMS, OVERRIDES AND EXCLUDES. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, CONDITIONS, OTHER CONTRACTUAL TERMS, REPRESENTATIONS, INDEMNITIES, AND GUARANTEES WITH RESPECT TO THE SERVICE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY ZCN ZOID LTD OR ANY OF ITS AGENTS OR AFFILIATES OR OTHERWISE (INCLUDING BUT NOT LIMITED TO, AS TO TITLE,

SATISFACTORY QUALITY, ACCURACY, COMPLETENESS, UNINTERRUPTED USE, NON-INFRINGEMENT, TIMELINESS, TRUTHFULNESS, SEQUENCE, AND ANY IMPLIED WARRANTIES, CONDITIONS AND OTHER CONTRACTUAL TERMS ARISING FROM TRANSACTION USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE). NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ZCN ZOID LTD WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, AND / OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SPECIFICALLY, ZCN ZOID LTD WILL NOT BE LIABLE FOR YOUR LOSSES ARISING FROM SLASHING PENALTIES. IN NO EVENT WILL ZCN ZOID LTD'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE EXCEED THE NET REWARDS PAID TO YOU HEREUNDER DURING THE PERIOD SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

15.9. Warranty for Third-Party

- 15.9.1. The Company will not be held liable for any Defects of the source codes and software which are used to provide access or use the ZoidPay Chrome Extension, ZoidPay Account, and/or the ZoidPay ecosystem but are not proprietary of the Company, such as open-source codes.

15.10. Warranty for Blockchain Technology

- 15.10.1. The Company shall not be held liable for any and all damages caused by the blockchain technologies, for any cause including, but not limited to forks, network congestions, bugs, actions whatsoever of any kinds in any jurisdictions, actions for breach of contract or tort, provided that the Company did not act with intent or gross negligence. In particular, the Company shall not be liable for any indirect, incidental, special, exemplary, or consequential damages, including for loss of profits, goodwill, or data loss, arising out of this Agreement.

16. Risk Disclaimer

- 16.1. **Risks of Legal Uncertainty.** Blockchain, cryptocurrency, and crypto assets have been subject to regulatory burdens in different countries. Some decisions of the countries may cause the malfunctioning of the Company or Token, including but not limited to, prohibitions and limits on the ownership or use of crypto tokens like Token.
- 16.2. **Risk of Losing Access to Token Due to Loss of Credentials.** Your Token may be associated with your account until the Token is distributed to you. Your account can only be accessed with login credentials opted for by you. The loss of such credentials may result in the loss of a Token. It is recommended to store these credentials in a safe place, preferably, with an opportunity to back up such credentials.
- 16.3. **Risks Related to Your Credentials.** Any third party that gains access to your login credentials or private keys may dispose of your Token. To avoid such risks, you shall take appropriate security and technical measures.
- 16.4. **Risk that the Company Will Change Its Plans and Strategy.** The Company undertakes the Sale which depends on many factors and third-party decisions. Your expectancy with regard to the Token or the Company may differ from the reality for a number of reasons including, but not limited to, the Company's views with regard to the performance of its strategy or plans.
- 16.5. **Risk of Insufficient Interest in the Company or its Projects.** There is a probability that the Company will not be interested in a number of individuals and legal entities. Such a lack of interest could cause the Company, the value of Tokens, or other projects of the Company.
- 16.6. **Risk of Malfunction in the Company.** There is a risk of the Company's malfunction causing the loss or decrease of Token.
- 16.7. **Risk of an Illiquid Market for Tokens.** At the time of publication of this document, Token may not be traded on exchanges. Upon being present on an exchange Token may cause fraud, experience security failures, or other similar issues. These events may cause a reduction in the value or liquidity of the Token.
- 16.8. **Risk of Dissolution of the Token.** There is a risk of unfavorable decreases in the value of the Token. This may result in the impossibility to

undertake Company's business and may dissolve the Token or to fail to launch Token.

- 16.9. **Risk of Cryptography.** The development of cryptography or other technical means may cause risks to cryptocurrencies, the Company's services, and tokens.
- 16.10. **Risk of Security.** No company in the world can guarantee 100% security of its platforms and services. There may be mistakes intentionally or unintentionally left which may cause insecurity of the Token.
- 16.11. **Risk of Theft and Hacking.** Thieves, hackers, other groups, or criminal organizations may interfere with the Company or Token in various ways, including, but not limited to, DOS or DDoS attacks, man-in-the-middle attack, smurfing, spoofing, malware attacks, or other attacks which may cause the interference to the Company's activity, Sale, or Token.
- 16.12. **Other Unexpected Risks.** Cryptocurrency and tokens are fresh and new technology. Countries may impose regulatory and legal burdens, and other changes in cryptocurrency and tokens may happen. We naturally cannot predict them. That is why the Company cannot foresee them.

17. Indemnification

- 17.1. You (in such capacity, the "Indemnifying Party") hereby warrant, guarantee, and irrevocably undertake to indemnify and hold harmless the Company, the Company, and its affiliates or subsidiaries, and their respective officers, directors, employees, and agents (together, the "Indemnified Party") against all costs, expenses, fines, penalties, losses, judgments, damages, liabilities and other amounts (including without prejudice to the generality of the foregoing, lawyers', actuaries', accountants' and experts' fees and settlement amounts) arising out of any suit, claim or proceeding in connection with this Agreement and resulting from (i) any failure of the Intermediary to comply with any or all of the terms of this Agreement; (ii) any breach of any representation or warranty by the Intermediary or (iii) any act or omission by the Intermediary, any affiliate or subsidiary, or any officer, director, employer, or agent of each of the foregoing.
- 17.2. Indemnified Party in connection with any third-party (including governmental) action, claim, proceeding, or any other damage, cost or liability (each, a "Claim") arising from or in connection with the

Indemnifying Party's breach or non-performance of its covenants and representations and warranties under this Agreement; provided that the foregoing obligations shall be subject to the Indemnified Party providing the Indemnifying Party, at the expense of the Indemnifying Party, with reasonable cooperation in the defense of the Claim. For clarity, the Indemnified Party shall be entitled to maintain sole control over the defense and negotiations of the Claim for a settlement or other resolution, and the same shall not waive or reduce the obligations of the Indemnifying Party hereunder.

18. Limitation of Liability

- 18.1. You acknowledge and agree that we shall not have any liability in or be responsible for any damages, liabilities, losses, costs, out of pocket costs, or expenses (including attorneys' fees), whether direct, indirect, special, incidental, consequential, punitive, or otherwise of any kind (including, without limitation, any loss of revenue, loss of actual or anticipated profits, loss of contracts, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation or loss of, damage to or corruption of data), in each case arising under or related to claims of breach of contract, tort, including negligence, strict liability, negligent misrepresentation, restitution, breach of statutory duty or any other cause of action whatsoever with respect to this Agreement, the ZipPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem, or any other matters or services contemplated hereby.
- 18.2. Notwithstanding anything to the contrary herein and without limiting the foregoing, You acknowledge and agree, that the Company shall not be liable in any manner to the Client for (i) the failure of any Transaction or Transfer through the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem to perform its settlement or other obligations under such Transaction or (ii) the failure of the ZoidPay Account, ZoidPay Chrome Extension, ZoidPay Shopping Pool, and/or any other component of the ZoidPay ecosystem to deliver, display or transmit orders, messages or other data entered by You. As a consequence, the Company shall not be held liable for: any loss or theft of digital assets including, but not limited to private keys; transaction errors done by You; late execution or settlement of any transaction whatsoever, in particular, if the system is down or if the blockchain is down or congested; the incorrect booking of transactions or

the presence of an error in ordering the booking of transactions in a blockchain; any security breach or weakness, bug, of any kind for a digital asset; any security breach or weakness, bug, of any kind in the technology stacks used including but not limited to programming languages and open-source libraries; any configuration or installation errors by You.

19. Notices

- 19.1. Any notice required or permitted to be given in connection with this Agreement will be deemed to be delivered if it is personally delivered or sent by electronic mail (email), certified or registered mail or overnight courier, postage prepaid with return receipt requested, and addressed to the relevant party thereto at the address specified on the signature pages hereto or at such other address as such party may specify to the other party in writing from time to time.

20. Assignment

- 20.1. You shall not assign or otherwise transfer any of its rights or obligations under this Agreement.
- 20.2. Any assignment or other transfer in violation of the above will be null and void.
- 20.3. The Company may assign or transfer this Agreement or any rights or obligations hereunder to any affiliate of the Company without prior written consent from you.
- 20.4. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, and permitted assigns.

21. GOVERNING LAW AND DISPUTES

- 21.1. **Governing Law.** This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of Cyprus.
- 21.2. The Parties have agreed that any disagreement regarding the validity of the Agreement or resulting from its interpretation, execution, or termination shall be settled amicably by their representatives.
- 21.3. If after 15 days from the beginning of these unofficial negotiations the Parties fail to resolve the dispute amicably, the dispute will be awarded for

final settlement by arbitration governed by International Commercial Arbitration Law, Law no 101/1987.

- 21.4. **Exclusive Forum.** If any claim, dispute, or controversy occurs between the Parties relating to the interpretation or implementation of any of the provisions of this Agreement is not solved, such dispute shall be resolved by private, confidential, and binding arbitration. Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement of the Parties or, in the absence of an agreement, such arbitrator shall be appointed by a judge upon the application of either Party. The Arbitration shall be held in Cyprus
- 21.5. **No Class Action.** Without limiting the foregoing, You may only make a claim or proceeding against the Company in your individual capacity and shall not as a plaintiff or class member in any purported class or representative action or proceeding.
- 21.6. The legal successors of the Parties are subrogated to the rights and obligations established by the Contract.

22. FORCE MAJEURE AND FORTUITOUS EVENT

- 22.1. Neither Party shall be liable for the non-execution on time - in whole or in part - or the defective execution of any of its obligations under this Agreement if the non-execution or defective execution of that obligation was caused by a force majeure event.
- 22.2. Force majeure events are considered: war, natural disasters, legal restrictions, and any unpredictable event, unavoidable and completely out of the control of the Parties.
- 22.3. The Party invoking force majeure is obliged to notify the other Party, within 5 days, of the occurrence of the event and to take all measures in order to limit or eliminate its consequences. Within 10 days of the occurrence of the event, the Party invoking force majeure must submit documents issued by the competent authorities certifying the occurrence, nature, and duration of force majeure. If within 30 days from the occurrence, the force majeure event does not cease, the Parties have the right to notify the full termination of this Agreement, without claiming damages that would result from the force majeure event.
- 22.4. Force majeure shall not relieve either Party of the obligations and liabilities resulting from this Agreement, assumed prior to its occurrence.

- 22.5. A fortuitous event is an event that cannot be foreseen by the Parties or prevented by the Party that would be called to answer if the event had not occurred. The fortuitous case removes the responsibility even if it does not present the characteristics of force majeure.

23. Severability

- 23.1. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that provision shall be amended to achieve as nearly as possible the same economic effect as the original provision, and the remainder of this Agreement shall remain in full force and effect. Any provision of this Agreement, which is unenforceable in any jurisdiction, shall be ineffective only as to that jurisdiction, and only to the extent of such unenforceability, without invalidating the remaining provisions hereof.

24. Entire Agreement

- 24.1. This Agreement constitutes the final and complete agreement between the Parties regarding the subject matter hereof and supersedes any prior or contemporaneous communications, representations, or agreements between the Parties, whether oral or written.