

## Solana Pay Terms of Service

Date last updated: June 21, 2023

### 1. Introduction

a. In these Solana Pay Terms and Conditions ("**Terms**"), "Services Operator", "we" and "us" refers to Solana Technology Services LLC, the owner and operator of [www.solanapay.com](http://www.solanapay.com) and certain other websites, mobile applications, browser extension, application programming interfaces, and other online products and services of Services Operator that link to these terms (the "**Services**") which provide access to the decentralized Solana Pay Protocol (as defined below). These Terms apply to you ("**You**" or "**User**") as a user of the Services. The Services Operator and the Services are not agents or intermediaries of the User, do not store or have access to or control over any tokens, private keys, passwords or other property of the User, and are not capable of performing transactions on or sending transaction messages to a blockchain on behalf of the User. You are solely responsible for keeping any tokens, private keys, passwords or other property safe.

b. Please read these Terms carefully and ensure that you understand each provision before using the Services. These Terms apply to any person accessing the Services and by using the Services you agree to be bound by them and additional terms and/or disclaimers applicable to each of the individual Services. If you don't want to be bound by them, you should not access the Services. By using the Services in any capacity, you agree that you have read and understood these Terms.

**c. SECTION 7 OF These Terms contains a mandatory individual arbitration and class action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.**

d. You must be able to form a legally binding contract online either as an individual or on behalf of a legal entity. You represent that, if you are agreeing to these Terms on behalf of a legal entity, you have the legal authority to bind the company or other legal entity to these Terms and you are at least 18 years old or the age of majority where you reside, whichever is older, can form a legally binding contract online, and have the full, right, power and authority to enter into and to comply with the obligations under these Terms.

e. You are advised to check these Terms periodically to familiarize yourself with any changes to the Terms from time to time. The Services Operator, in its sole discretion, reserves the right to make changes to our terms of service. Changes are binding on users of the Services and will take effect immediately upon posting. As a user, you agree to be bound by any changes, variations, or modifications to our terms of service and your continued use of the Services shall constitute acceptance of any such changes, variations, or modifications.

### 2. Services

a. The Services aggregate and publish publicly available third-party information about the Solana Pay Protocol and certain transaction records on the Solana Blockchain (as defined below) that may relate to the Solana Pay Protocol.

b. The Services also offer interaction methods whereby the User can indicate a transaction the User would like to perform using or in connection with the Solana Pay Protocol (such as sending digital assets to, or requesting digital assets from, a third party and/or configuring a User's digital wallet address to be able to receive digital assets using the Solana Pay Protocol). When used in this way, the Services can generate a draft transaction message which the User can independently utilize acting on their own behalf in conjunction with a third-party wallet application or device to conduct peer-to-peer transactions on Solana.

c. All information and functionality available on the Services is subject to the Terms, and each User hereby acknowledges and agrees to accept and assume the risks described herein when interacting with

the Services. You acknowledge and agree that we have no control over any transactions that may occur over the Solana Pay Protocol, the method of payment of any transactions or any actual payments of transactions. Use of the Solana Pay Protocol and use of the Solana Blockchain is subject to third-party transaction fees. The Services Operator does not receive such third-party transaction fees and has no ability to reverse or refund any amounts paid in error. Service Operator may also charge fees for use of certain of the Services.

### **3. Solana Pay Protocol**

a. The Solana Pay Protocol is software source code licensed to the public under the Apache 2.0 license, which operates as a transaction verification protocol. The Solana Pay Protocol offers the ability for a user to designate a digital wallet address and verify that a transaction with a specific balance was sent to that designated address. It also allows a sender to verify that a designated wallet address has received a transaction with a specified amount balance. Through a compatible third-party wallet application or device any User may record the results of the Solana Pay Protocol on the Solana Blockchain in accordance with the User's instructions, thus effectuating peer-to-peer transactions on the Solana Blockchain.

b. "**Solana Pay Protocol**" means the source code at <https://github.com/solana-labs/solana-pay> and which may also be available in other code repositories.

c. "**Solana Blockchain**" means, at each time, the canonical blockchain of the Solana blockchain, commonly referred to as 'mainnet beta', as recognized by at least a majority of the Solana Blockchain validators then being operated in good faith in the ordinary course of the network.

### **4. Access to the Services**

a. Access to the Services is provided on an "as is" and "as available" basis only. We do not guarantee that the Services, or any content provided in connection with the Services, will always be available or uninterrupted. From time to time, the Services may be interrupted, suspended or restricted, including because of a fault, error or unforeseen circumstances or because we are carrying out planned maintenance.

b. We reserve the right to limit the availability of the Services to any person, geographic area or jurisdiction we so desire and/or to terminate your access to and use of the Services, at any time and in our sole discretion.

c. We may suspend or disable your access to the Services if we consider it reasonable to do so, including if you breach these Terms.

d. We may remove or amend the content of the Services at any time. However, some of the content may be out of date at any given time and we are under no obligation to update it. We do not guarantee that the Services, or any content provided in connection with the Services, will be free from errors or omissions.

e. We will not be liable to you for any loss or damage you may suffer as a result of the Services being unavailable at any time for any reason.

f. We have no obligation to ensure that the Services are a complete and accurate source of all information relating to the Solana Pay Protocol or any other subject matter.

g. You will comply with all applicable domestic and international laws, statutes, ordinances and regulations applicable to your use of the Services.

h. As a condition to accessing or using the Services, you:

- will only use the Services for lawful purposes and in accordance with these Terms;
- will ensure that all information that you provide in connection with the Services is current, complete, and accurate; and
- will maintain the security and confidentiality of access to your cryptocurrency wallet address, including but not limited to your login information, passwords and/or private keys for any wallet applications or devices used in connection with the Services.

i. As a condition to accessing or using the Services, you will not:

- violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case as may be amended;
- act on behalf of any other person who is, identified on any list of prohibited parties under any law or by any nation or government, state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government such as the sanctions lists maintained by the United Nations Security Council, the U.S. government (including the U.S. Treasury Department's Specially Designated Nationals list and Foreign Sanctions Evaders list), the European Union (EU) or its member states, and the government of a User home country. User is not, (and, if User is an entity, User is not owned or controlled by any other person who is)
- act on behalf of any other person who is, located, ordinarily resident, organized, established, or domiciled in Cuba, Iran, North Korea, Sudan, Syria, the Crimea region (including Sevastopol) or any other country or jurisdiction against which the U.S. maintains economic sanctions or an arms embargo;
- use the Services for any purpose that is unlawful;
- export, reexport, or transfer, directly or indirectly the Services or its contents in violation of applicable export laws or regulations;
- infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Services;
- misrepresent the truthfulness, sourcing or reliability of any content on the Services;
- attempt to circumvent any content filtering techniques or security measures that we employ on the Services, or attempt to access any service or area of the Services that you are not authorized to access;
- use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Services to extract data;
- introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Services;
- post content or communications on the Services that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
- post content on the Services containing unsolicited promotions, commercial messages or any

chain messages or user content designed to deceive or trick the user of the Services; or

- encourage or induce any third party to engage in any of the activities prohibited under these Terms.

j. You acknowledge that the Services and your use of the Services contain certain risks, including without limitation that the Solana Pay Protocol and any other protocols you interact with are entirely your own responsibility and liability, and that we are not a party to those transactions. Accordingly, you expressly agree that:

- you assume all risk in connection with your access and use of the Services, the Solana Pay Protocol and the Solana Blockchain;
- you expressly waive and release the Services Operator, Solana Labs Inc., Solana Foundation and their respective affiliates from any and all liability, claims, causes of action, or damages arising from or in any way related to your use of the Services, the Solana Pay Protocol and/or the Solana Blockchain.

## **5. Third Party Links**

a. The Services may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for your information and convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them.

b. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site. References, links or referrals to or connections with or reliance on third-party resources, products, services or content, including programs developed or operated by third parties, may be used by Users in connection with the Services. Services Operator has no control over, or liability for, the delivery, quality, safety, legality or any other aspects of any goods or services that are purchased or sold using the Solana Pay Protocol. In addition, third parties may offer promotions related to the Services. Services Operator does not endorse or assume any responsibility for any activities of or resources, products, services, content or promotions owned, controlled, operated or sponsored by third parties. If Users access any such resources, products, services or content or participate in any such promotions, Users do so solely at their own risk. Each User hereby expressly waives and releases Services Operator from all liability arising from User's use of any such resources, products, services or content or participation in any such promotions. User further acknowledges and agrees that Services Operator shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such resources, products, services, content or promotions from third parties.

## **6. Disclaimers**

a. We do not guarantee that the Services will be secure or free from bugs or viruses.

b. You are responsible for configuring your information technology, computer programs and platform in order to access the Services. You should use your own virus protection software.

c. We cannot promise that the use of the Services, or any content taken from the Services, will not infringe the rights of any third party.

d. The content and materials available on the Services are for informational purposes only and are not intended to address your particular requirements. In particular, the content and materials available on the Services does not constitute any form of advice or recommendation by us, should not be regarded as an offer, solicitation, invitation or recommendation to make any sort of financial or other transaction. We

recommend that you seek independent advice from financial and technological experts before making any such decision.

e. Nothing included in the Services constitutes an offer or solicitation to sell, or distribution of, investments and related services to anyone in any jurisdiction.

f. From time to time, reference may be made to data we have gathered. These references may be selective or may be partial. As markets change continuously, previously published information and data may not be current and should not be relied upon.

g. Services Operator or third parties may utilize experimental technologies, including certain artificial intelligence technologies and cryptographic and blockchain technologies, including tokens, cryptocurrencies, stablecoins, "smart contracts," consensus algorithms, voting systems and distributed, decentralized or peer-to-peer networks or systems in connection with the Services or systems about which the Services provides information. Each User acknowledges and agrees that such technologies are novel, experimental, and speculative, and that therefore there is significant uncertainty regarding the operation and effects and risks thereof and the application of existing law thereto.

## **7. Arbitration, Waiver of Jury Trial**

PLEASE READ THIS SECTION CAREFULLY.

a. Generally. It is in both of our interests to resolve disputes in the quickest and most cost-effective way. If any dispute arises that relates to these Terms or the Services (regardless of the type of dispute, but subject to a few exceptions below), you and Services Operator agree to resolve it through binding arbitration. Arbitration is less formal than a lawsuit in court and uses a neutral arbitrator instead of a judge or jury, but arbitrators can award the same damages and remedies that a court can award. This agreement to arbitrate is subject to and governed by the Federal Arbitration Act ("FAA") and is intended to be broadly interpreted. It includes, for example:

- any disputes relating to these Terms or the Services;
- any disputes regarding the design, performance, features, or functionality of the Services;
- any disputes regarding your use of the Services;
- any disputes regarding updates, modifications, or upgrades to the Services;

and this agreement to arbitrate applies:

- whether your dispute is with Services Operator, its subsidiaries, affiliates or parent company, or any suppliers or service providers involved with the Services, and/or each of their respective officers, directors, employees, agents and successors; and
- regardless of the legal theory on which you base your claim (such as breach of warranty, breach of contract, negligence, etc.).

For disputes or claims relating to the Services, this agreement to arbitrate supersedes any terms regarding dispute resolution in any other agreement between you and the Services Operator and contains the whole agreement between us with respect to disputes or claims relating to your use of the Services.

b. Exceptions. However, you and Services Operator: (i) may still bring an individual action in small claims court; (ii) may still pursue an enforcement action through a federal, state, or local agency if that action is available; and (iii) must file suit in court to address an intellectual property rights infringement claim (as set forth in Section 7(j) below). Also, nothing in this agreement to arbitrate bars either of us

from bringing issues to the attention of federal, state, or local agencies.

c. Rules. The American Arbitration Association (“AAA”) will administer the arbitration and will do so according to its Consumer Arbitration Rules (the “AAA Rules”). You can see the AAA Rules and filing forms online at [www.adr.org](http://www.adr.org).

d. Process. Here are the steps you and Services Operator agree to follow:

Send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (or international equivalent) or, only if the other party hasn’t provided a current physical address, then by electronic mail. Services Operator’s address for notice is:

Solana Tech Services Legal  
530 Divisadero St. PMB 722  
San Francisco, CA 94117

The notice has to include, if available: (i) the name of the person making the claim, (ii) the particular part(s) of the Services that is the subject of the Claim, (iii) a description of the nature and basis of the claim, (iv) the result that is desired (e.g., an amount of money), and (v) the case number(s) assigned by Services Operator to track previous attempts to resolve the dispute, if there is one.

We each agree to try to resolve the claim, but if we can’t do that within 60 days after the notice is received, you or Services Operator may initiate an arbitration proceeding by following the AAA Rules. Unless the parties agree otherwise, your demand for arbitration must be sent to Services Operator’s address for notice set forth in this Section 7(d) and entitled “Demand for Arbitration.” Services Operator will send demands for arbitration to you at the e-mail address provided in the notice of the dispute. During the arbitration, the amount of any settlement offer made by you or Services Operator may not be disclosed to the arbitrator until after the arbitrator makes a final decision and award (if any). If you win in the arbitration and are awarded an amount that exceeds the last written settlement amount offered by Services Operator before the arbitrator was appointed, Services Operator will pay you: (i) the amount awarded by the arbitrator and (ii) your reasonable attorney’s fees incurred during the arbitration proceedings.

e. Fees and Hearing Location. If you are the one who commences arbitration, Services Operator will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the AAA Rules will determine who pays that fee. Unless the parties agree otherwise, any arbitration hearing will take place (at your option) in San Francisco County or the county (or parish) of your current address. However, if the claim is for \$10,000 or less, you may decide whether you want the arbitration to be conducted instead: (i) only on the basis of documents or (ii) through a telephone hearing. If the arbitrator decides that either the substance of your claim or the remedy you asked for is frivolous or brought for an improper purpose, then we’ll use the AAA Rules to determine whether you or Services Operator is responsible for the filing, administrative and arbitrator fees.

f. No Class Actions. By agreeing to arbitration, to the fullest extent legally permissible, we each may bring claims relating to these Terms and/or the Services only in our individual capacities and not in a class action. Also, to the fullest extent legally permissible, the arbitrator can’t consolidate claims into a class proceeding either. The arbitrator may award injunctive relief only in favor of you, the individual party seeking relief, and only to the extent necessary to provide relief that is warranted by your individual claim, and not any remedy that affects other Services Operator customers or users. However, if a court decides that applicable law precludes enforcement of any of this section’s limitations as to a particular claim for relief or remedy (such as declaratory or injunctive relief), then that claim or remedy (and only that claim or remedy) must be severed from the arbitration and must be brought in the state or federal courts located in San Francisco County, California, while the remaining claims and remedies (such as individual damages or restitution) will still be resolved through binding arbitration.

g. Enforceability. All issues in the dispute are for the arbitrator to decide, except that only a court may decide issues relating to the scope and enforceability of this agreement to arbitrate, whether a dispute can be arbitrated, or the interpretation of this agreement to arbitrate. Except as provided in Section 7(f), if any provision of this agreement to arbitrate is found unenforceable, that provision will be severed and the balance of this agreement to arbitrate will remain in full force and effect. If for some reason the entirety of this agreement to arbitrate is found to be unenforceable, then it won't apply, and you and Services Operator agree to resolve disputes in the state or federal courts as set forth in Section 7(j). Judgment on an arbitration award may be entered by any court having jurisdiction.

h. Confidentiality. The arbitrator shall honor all evidentiary privileges recognized at law and shall enter orders as appropriate in order to protect the parties' trade secrets or confidential information. With respect to any information exchanged between us in connection with the arbitration, we agree to maintain either party's trade secrets or proprietary business information as confidential and to protect the confidentiality of any other information (such as private customer information) that is legally protected from disclosure. However, we may each disclose these matters, in confidence, to our respective accountants, auditors, and insurance providers.

i. Future Changes to this Agreement to Arbitrate. If Services Operator makes any changes to this agreement to arbitrate (other than a change to Services Operator's address for notice), you may reject any of those changes by notifying Services Operator via the process set forth in Section 7(d) within 30 days of the change. By rejecting a future change, you are agreeing to arbitrate any dispute between us in accordance with the language of the last version of the agreement to arbitrate that you accepted.

j. Governing Law and Judicial Forum for Non-Arbitrable Disputes. These Terms are governed by the FAA and (only to the extent not inconsistent with the substantive and procedural provisions of the FAA), the laws of the State of California, without regard to conflicts of laws principles. The arbitrator will not be bound by rulings in other arbitrations involving Services Operator to which you are not a party. Other than claims that must be resolved through binding arbitration (or that may be brought in small claims court), any disputes relating to these Terms or the Services (e.g. an intellectual property rights infringement claim under Section 7(b)(iii), or if the entirety of this agreement to arbitrate is found to be unenforceable by a court under Section 7(g)) will be litigated exclusively in the federal or state courts of San Francisco County, California; the parties consent to personal and exclusive jurisdiction in these courts.

## **8. General**

a. The Services are being provided on an "AS IS" and "AS AVAILABLE" basis. To the fullest extent permitted by law, Services Operator is not making, and hereby disclaims, any and all information, statements, omissions, representations and warranties, express or implied, written or oral, equitable, legal or statutory, in connection with the Services and the other matters contemplated by these Terms, including any representations or warranties of title, non-infringement, merchantability, usage, security, uptime, reliability, suitability or fitness for any particular purpose, workmanship or technical quality of any code or software used in or relating to the Services. User acknowledges and agrees that use of the Services is at the User's own risk.

b. Notwithstanding anything to the contrary contained on the Services, in these Terms, or in any other agreement or publication, Services Operator shall not be liable to any person, whether in contract, tort (including pursuant to any cause of action alleging negligence), warranty or otherwise, for any economic or other damages to any User or other person, including any special, incidental, consequential, indirect, punitive or exemplary damages (including but not limited to lost data, lost profits or savings, loss of business or other economic loss) arising out of or related to these Terms, whether or not Services Operator has been advised or knew of the possibility of such damages, and regardless of the nature of the cause of action or theory asserted.

c. Each User shall defend, indemnify, compensate, reimburse and hold harmless Services Operator (and each of its officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to (a) User's use of, or conduct in connection with, the Services; (b) User's violation of these Terms or any other applicable policy or contract of Services Operator; or (c) User's violation of any rights of any other person or entity. All provisions of these Terms which disclaim or limit obligations or liabilities of Services Operator shall also apply, mutatis mutandis, to the officers, directors, members, employees, independent contractors, agents, stockholders, debtholders and affiliates of Services Operator.

d. We may perform any of our obligations, and exercise any of the rights granted to us under these Terms through a third-party. We may assign any or all our rights and obligations under these Terms to any third-party.

e. We reserve the right at all times to cooperate with any governmental or law enforcement investigation or to disclose any information it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, based on any applicable law, regulation, legal process or governmental request, in our sole and absolute discretion.

f. If any clause or part of any clause of these Terms is found to be void, unenforceable or invalid, then it will be severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms.

g. No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.

h. If any of the provisions in these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

i. All disclaimers, indemnities and exclusions in these Terms shall survive termination of the Terms and shall continue to apply during any suspension or any period during which the Services is not available for you to use for any reason whatsoever.

j. These Terms and the documents referred to in them set out the entire agreement between you and us with respect to your use of the Services, and the services provided via the Services and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between you or us.