

These updated terms will take effect on October 1, 2026. Prior terms remain in effect until that date.

SPREEDLY TERMS OF SERVICE

About this Agreement

Spreedly provides web-based payments services through its proprietary API integrations (collectively, the **"Platform"**) that enables merchants to validate, tokenize, and vault payment methods and then transact with one or more of the many payment gateways and other third-party service providers integrated with Spreedly's Platform. Spreedly is not a payment processor and does not receive or exercise control over any funds remitted in connection with a Transaction.

These terms of service, together with an Ordering Document(s) (if any), and any applicable Supplemental Terms (collectively the **"Terms of Service"**) are a contract between Spreedly, Inc. (**"Spreedly," "we" or "our"**) and the entity or person using Spreedly's Platform (**"you" and "your"**). Capitalized terms used in these Terms of Service not defined inline are defined in Section 15 below.

We may revise these Terms of Service and any applicable policies from time to time. We will provide notice of any material change to these Terms of Service by email to the address associated with your account or by notice within the Platform, and the change will become effective 30 days after we provide such notice. Non-material changes may be posted to the Spreedly website and will be effective upon posting. By continuing to use the Platform after a change becomes effective, you agree to be bound by it. If you do not agree with any changes to these Terms of Service you may terminate your use of the Spreedly Platform as set out in Section 7 before such changes become effective and/or close your account. Please note that certain terms and conditions survive termination of the Terms of Service and you may still be liable to us for any liabilities you may have incurred and are responsible for prior to termination.

THESE TERMS OF SERVICE INCLUDE A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO SETTLE DISPUTES RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND. BY CREATING AN ACCOUNT OR BY OTHERWISE ACCESSING OR USING THE PLATFORM, YOU (I) EXPRESSLY AGREE AND CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE, AND (II) STATE THAT YOU HAVE AUTHORITY AND LEGAL CAPACITY TO AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THE PLATFORM.

1. Spreedly Account. Access and use of the Platform may require you to register for an account. During registration, we will ask you for information necessary to establish your Spreedly account, which may include Personal Data. You must provide accurate and complete information during the registration process and always keep that information current. You are responsible for all activity that occurs under your Spreedly account, including for any actions taken by persons to whom you have granted access to your account. We reserve the right to suspend or terminate the access of anyone who provides inaccurate, untrue, or incomplete information, or who violates the account registration requirements.

2. Platform; Services.

2.1. Provision and Use of Spreedly Platform.

2.1.1. During the Term and subject to these Terms of Service, Spreedly authorizes you, on a non-exclusive and non-transferable basis, to (a) access and use the Platform solely to transact, validate, tokenize, and vault payment methods with one or more of the many payment gateways and other Third-Party Integrations that are integrated with the Platform, and (b) access the Spreedly Content solely for your internal business use in connection with your use of the Platform.

2.1.2. Spreedly may modify any aspect of the Platform, including, without limitation, the design, look and feel, functionality, content, material and/or information provided via the Platform at any time in Spreedly's sole discretion, and without notice to you. All such modifications or updates will be deemed a part of the Platform and will be governed by these

Terms of Service. Notwithstanding the foregoing, Spreadly will use commercially reasonable efforts to notify you in advance of any material change to the Platform.

2.1.3. You will access and use the Platform solely for lawful purposes and will not use it for any fraudulent, illegal or criminal purposes. You hereby grant us authorization to share your information with law enforcement, including information concerning your Transactions and your account, if Spreadly reasonably suspects that your use of the Platform has been for an unauthorized, illegal, or criminal purpose. Further, Spreadly reserves the right to not store or submit any Transaction you submit that Spreadly believes is in violation of these Terms of Service or applicable Law or otherwise exposes Spreadly or other Spreadly users to harm, including but not limited to, fraud, illegal, and other criminal acts.

2.1.4. You must not, and must not enable or allow any third party to:

- 2.1.4.1.** modify, adapt, translate or create derivative works or improvements of the Platform (or any portion thereof);
- 2.1.4.2.** rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Platform or any features or functionality of the Platform to any other person or entity for any reason, including as part of any time-sharing, service bureau or software as a service arrangement (except for permitted activity by Merchant Aggregators as set forth in Section 2.4);
- 2.1.4.3.** reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive, gain access to or discover the source code of the Platform or the underlying structure, ideas, know-how, algorithms or methodology relevant to the Platform;
- 2.1.4.4.** input, upload, transmit or otherwise provide to or through the Platform any information or materials that are unlawful or injurious, or contain, transmit or activate any malicious code;
- 2.1.4.5.** attempt to gain unauthorized access to, damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Platform;
- 2.1.4.6.** perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures against Spreadly's software, infrastructure or Transaction API without Spreadly's separate prior written consent for each such activity;
- 2.1.4.7.** access or use the Platform in any way that infringes, misappropriates or otherwise violates any intellectual property right, privacy right or other right of any third party, or that violates any applicable Law; or
- 2.1.4.8.** access or use the Platform for purposes of (i) benchmarking or competitive analysis, (ii) developing, producing, marketing, distributing, licensing or selling any product or service that may compete with the Platform, or (iii) disclosing to Spreadly's competitors, for any purpose, otherwise non-public information about the Platform.

2.2. Third-Party Integrations.

2.2.1. Spreadly enables you to access third-party applications and services (e.g., receivers, gateways, payment processors, fraud checks, alternative payment methods, etc.) that are integrated to the Platform and intended to interoperate with Spreadly's Platform (each, a "**Third-Party Integration**"). These Third-Party Integrations are provided for your convenience only and Spreadly does not approve or endorse any Third-Party Integration made available to you (however certain third-party integrators may compensate Spreadly in connection with our referrals of their services or your use of their services). Your access and use of any Third-Party Integration is at your own risk and Spreadly disclaims all responsibility and liability for your use of any Third-Party Integration. The services provided by third-party integrators are not Spreadly's Platform and are not governed by these Terms of Service. Your use of any Third-Party Integration, including those linked from a Spreadly website, is subject to your agreement with such third-party integrator, including the third-party integrator's own terms of service and privacy policies, as applicable.

- 2.2.2. Spreadly is not a payment gateway or a payment processor and does not receive or exercise control over any funds remitted in connection with the Platform. You will be required to procure the services of certain Third-Party Integrations to make full use of the Platform. Initiating a Transaction through the Spreadly Platform does not guarantee that a Payment Transaction will be authorized or processed. Spreadly does not assume any direct or indirect liability or responsibility for your agreements with any third-party.
 - 2.2.3. The availability of any Third-Party Integration, endpoint or receiver is subject to change at any time. Spreadly will use commercially reasonable efforts to provide 60 days' advance notice if Spreadly determines that the Platform can no longer integrate with a Third-Party Integration.
 - 2.2.4. You are responsible for conducting your own due diligence and security review of all Third-Party Integrations that you choose to use with the Spreadly Platform. If Spreadly provides Professional Services to facilitate your connection to a Third-Party Integration, those Professional Services are in no way an endorsement of such third-party and Spreadly expressly disclaims any responsibility or guarantees of the performance of such third-party.
- 2.3. Pre-Release Features. Spreadly may classify certain features of the Platform, including a particular release or feature, as Pre-Release Features. Spreadly will provide Pre-Release Features during the Pre-Release Period.
 - 2.3.1. Pre-Release Features may be paid or free features in different circumstances. The price and Fees (if applicable) for Pre-Release Features will be noted on the applicable Ordering Document or Supplemental Terms.
 - 2.3.2. Unless otherwise specified by Spreadly or mutually agreed in a particular Ordering Document, Pre-Release Features are made available for an indefinite pre-release period (the "**Pre-Release Period**") that continues until Spreadly, in its sole discretion, (a) generally releases the feature as part of the Platform, (b) discontinues the feature, or (c) terminates or suspends your access to the feature in accordance with Section 2.3.3. Spreadly may also designate a fixed Pre-Release Period for any Pre-Release Feature, in which case your access to such Pre-Release Feature will automatically terminate at the end of such period, with or without notice, unless you and Spreadly agree to continue access under a new or amended Ordering Document.
 - 2.3.3. Spreadly may suspend or terminate your access to any Pre-Release Feature, or modify or remove any features or functions thereof, at any time without prior notice.
- 2.4. Merchant Aggregator. If you are a Merchant Aggregator, the Platform allows you to act as a non-merchant of record facilitating your merchant partners to sell to downstream customers while providing payment and non-payment services on behalf of their merchants ("**Merchant Aggregator Services**") and the following additional terms will apply to your use of the Platform.
 - 2.4.1. Fees. You will pay Spreadly the Fees and charges as agreed in writing, as well as other amounts owed under these terms for Merchant Aggregators and the Ordering Document pursuant to the terms set forth in Section 5.1. You will pay Spreadly the Fees regardless of whether you collected any fees or amounts owed to you from your merchants.
 - 2.4.2. Customer Support and Disputes. You will be responsible for resolving all merchant disputes and providing necessary assistance at your own cost to the acquiring banks, card networks, Spreadly and other payment partners for dealing with merchant disputes.
 - 2.4.3. Agreements with Merchants. You represent that your merchants are eligible to utilize the Platform, are located in the eligible territory and have elected to receive services through you pursuant to your service agreement(s) with such merchants. You represent that you have appropriate contractual or other arrangements with each such eligible merchant whereby such merchant authorizes you, as its representative, to receive Merchant Aggregator Services on behalf of such merchant in connection with the merchant's Transactions, through you. You are solely responsible for having the appropriate contractual or other arrangements with each merchant whom you represent is a merchant in your merchant aggregator group. Spreadly will not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. You will include in your agreement with each such merchant terms that are at least as protective

of Spreadly as these Terms of Service, that require the merchant to comply with these Terms of Service in connection with its Transactions. You will indemnify Spreadly in accordance with Section 10 against any claim brought by any of your merchants arising out of or relating to the Platform or your Merchant Aggregator Services.

- 2.4.4. Limitation of Liability.** Spreadly will not be liable to you for any damages caused by Spreadly's conduct in compliance with, or as permitted by, the Terms of Service and associated legal and regulatory requirements related to your responsibilities or actions as a Merchant Aggregator. You agree that Spreadly will not be liable to any merchant for any damages caused to the merchant by, or resulting from (i) any failure by you to comply with the Terms of Service and associated legal and regulatory requirements, (ii) your failure to perform any commitment to the merchant or (iii) any acts, omissions or representations made by you in connection with soliciting customers for your services or performing your functions as a Merchant Aggregator.
- 2.5. Support Services.** During the Term, so long as you comply with these Terms of Service, Spreadly will provide technical support services to you in accordance with the [Support Services Terms](#), which are incorporated herein by reference (the "**Support Services**").
- 2.6. Professional Services.** If you and Spreadly enter into an Ordering Document for Spreadly to perform technical, consulting or other professional services, the following additional terms will apply:
- 2.6.1.** The terms and conditions included in an Ordering Document, including payment terms, term and termination and other limitations govern Spreadly's provision of such Professional Services described therein.
- 2.6.2.** Spreadly reserves the right to determine which of Spreadly's personnel or subcontractors will be assigned to perform the Professional Services, and to replace or reassign such personnel in its sole discretion.
- 2.6.3.** In connection with Spreadly's provision of the Professional Services, you will: (i) reasonably cooperate with Spreadly in all matters relating to the performance of the Professional Services; (ii) respond promptly to Spreadly's requests to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Spreadly to perform the Professional Services; (iii) provide the content, data and materials that you are required to enable the performance of the Professional Services; and (iv) perform those additional tasks and assume those additional responsibilities specified in the applicable Ordering Document. You agree that Spreadly's performance is dependent on your timely and effective fulfillment of the foregoing responsibilities.
- 2.6.4.** You must secure all rights, consents, licenses or approvals required or necessary to allow Spreadly to access or use any third-party data, materials, software or technology necessary for Spreadly's performance of the Professional Services.
- 2.6.5.** You acknowledge and agree that all results and proceeds of the Professional Services provided by Spreadly will be deemed to be a part of our services related to your use of the Platform hereunder and therefore owned by Spreadly and provided to you in accordance with Section 2.1 of these Terms of Service.
- 2.7. Identity Verification (KYB/KYC).** Spreadly conducts business and customer due diligence, including "know your business" ("**KYB**") and "know your customer" ("**KYC**") verification, as part of its compliance program and to satisfy applicable Laws, payment network rules, and the requirements of Spreadly's financial institution and payment partners. Promptly upon Spreadly's request and on an ongoing basis, you will provide accurate, current, and complete information and documentation reasonably requested by Spreadly to establish and verify your identity, business, and ownership (including beneficial ownership), and you authorize Spreadly to collect, verify, and share such information with its service providers and financial partners for these purposes. You represent that all such information is and will remain accurate, current, and complete. Spreadly may condition your access to, and continued use of, the Platform on your satisfaction of Spreadly's KYB/KYC and other verification requirements. Spreadly's suspension and termination rights for failure to satisfy these requirements are set forth in Section 7.

2.8. Evaluation Accounts. Spreadly may make the Platform available to prospective customers on an evaluation basis. If you register for an evaluation account and accept these Terms of Service (an "**Evaluation Account**"), your access is governed by these Terms of Service in the same manner as any other account, except as set forth in this Section 2.8. Unless Spreadly agrees otherwise in writing, Evaluation Accounts are provided at no charge.

2.8.1. Evaluation Period; Usage Limits. Unless otherwise specified by Spreadly, the evaluation period is 30 days from the date Spreadly provisions your Evaluation Account credentials (the "**Evaluation Period**"), and your use is subject to any usage limits Spreadly specifies, which may include limits on the number of production API calls or Transactions. Spreadly may, in its sole discretion, extend the Evaluation Period and increase any applicable usage limits by any amount.

2.8.2. No Renewal; Expiration. Notwithstanding Section 7.1, an Evaluation Account is not a subscription, does not automatically renew, and creates no payment obligation, in each case unless and until you enter into an Ordering Document. Your access will automatically terminate at the end of the Evaluation Period (as it may be extended) unless you and Spreadly enter into an Ordering Document for continued access, and Spreadly may modify, suspend, or terminate an Evaluation Account at any time, for any reason, without notice or liability.

2.8.3. No Support. Spreadly provides no support, service levels, or uptime commitments for Evaluation Accounts, and Section 2.5 (Support Services) does not apply to Evaluation Accounts.

3. Confidentiality.

3.1. "Confidential Information" means all proprietary, non-public information or materials of any character, whether written, electronic, verbal or otherwise furnished by the disclosing party or its directors, officers, employees, consultants, contractors, agents or advisors that (i) is marked or otherwise identified as "Confidential" and/or "Proprietary" (or, if disclosed verbally, is reduced to writing and marked or identified as "Confidential" and/or "Proprietary" and forwarded to the other party within 30 days of oral disclosure) or (ii) should reasonably be understood from all the relevant circumstances to be of a confidential or proprietary nature, including but not limited to, all (A) trade secrets, (B) financial information and pricing, (C) technical information, such as research, development procedures, algorithms, data, designs, and know-how, (D) Personal Data, (E) business and operational information, such as planning, marketing interests, pricing and products, (F) customer lists and all related information, and (G) any Ordering Document.

To avoid doubt, the following are considered Spreadly's Confidential Information: all non-public information related to the Platform (including without limitation, pricing information (e.g., price quotes) and the source code for the Platform and the methods, algorithms, structure and logic, technical infrastructure, techniques and processes used by Spreadly in developing, producing, marketing and/or providing the Platform). The following are considered your Confidential Information: Account Data. Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of a breach of this Section 3 by the receiving party or its Representatives; (ii) was rightfully known to the receiving party without restriction prior to its disclosure by the disclosing party; (iii) is rightfully obtained by the receiving party from a third party without restriction and without breach of any obligation of confidentiality owed to the disclosing party; or (iv) is independently developed by or for the receiving party without use of or reference to the disclosing party's Confidential Information.

3.2. Each party will protect the other's Confidential Information from unauthorized access, use or disclosure using at least the same degree of care such party uses to protect its own Confidential Information, but in no event less than reasonable care. Except as otherwise permitted under these Terms of Service, the receiving party may use the disclosing party's Confidential Information solely to exercise its respective rights and perform its respective obligations under these Terms of Service and will disclose such Confidential Information solely to those of its respective Affiliates, employees, subcontractors, representatives and agents (collectively, "Representatives") with a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential

Information. Each party will be liable for any breach of these Terms of Service by its Representatives to whom it discloses Confidential Information.

- 3.3.** If a party or one of its Representatives is required to disclose any Confidential Information of the other party by Law, rule or order of any governmental body or agency, or in order to maintain or comply with any regulatory certifications or requirements, such party will, to the extent legally permissible: (i) give the other party prompt notice of such request so that the other party may (at its own expense) seek an appropriate protective remedy, and (ii) cause its Representatives to, cooperate with the other party (at the other party's expense) in its efforts to obtain any such protective remedy. If the disclosing party is unable to obtain such a protective remedy, the receiving party or its Representatives, as applicable, will furnish only that portion of the Confidential Information that it is required to disclose and exercise reasonable efforts to assist the disclosing party in obtaining assurances that confidential treatment will be accorded the Confidential Information that is required to be disclosed.
- 3.4.** All Confidential Information will always remain the sole and exclusive property of the disclosing party. Except for the limited rights and licenses set forth in this Section 3, the receiving party will not acquire any rights in or to such Confidential Information by reason of its disclosure to the receiving party.

4. Data Protection and Privacy.

- 4.1.** Spreadly will implement safeguards to protect against anticipated threats or hazards to the security, confidentiality or integrity of Account Data in accordance with Spreadly's [Data Security Policies](#), which are incorporated herein by reference. You should familiarize yourself with Spreadly's Data Security Policies before using the Platform.
- 4.2.** If Spreadly is required to collect, access, store, transfer, transmit, use, disclose or otherwise process any Personal Data on your behalf, each party must comply with their respective obligations set forth in the [Data Processing Addendum](#), which is incorporated herein by reference.
- 4.3.** When you provide Personal Data to Spreadly or authorize Spreadly to collect Personal Data (as part of Account Data or otherwise) you must provide all necessary notices to and obtain all necessary rights and consents from the applicable individuals sufficient to enable Spreadly to lawfully collect, use, retain and disclose the Personal Data in the ways described in these Terms of Service. You agree that you will comply with all Data Privacy Laws applicable to you.
- 4.4.** Spreadly acknowledges that, as a PCI-DSS Level 1 certified service provider, it is responsible for the security of Account Data that Spreadly possesses or otherwise stores, processes, or transmits on your behalf, and for the security of your cardholder data and sensitive authentication data to the extent that the Platform could impact the security of such data. Spreadly will (a) maintain compliance with PCI-DSS as applicable to the services it provides under these Terms of Service, (b) validate that compliance as required by the applicable payment network rules, (c) undergo annual PCI-DSS assessment by a Qualified Security Assessor, and (d) notify you if Spreadly becomes aware that it is no longer in compliance with PCI-DSS. Spreadly will provide evidence of its PCI-DSS compliance status upon your reasonable request. Nothing in this Section 4.4 limits your own responsibility for PCI-DSS compliance within your environment, including any environment or system components under your control.

5. Fees and Payment.

- 5.1.** You will pay to Spreadly the fees and charges as described in each Ordering Document (if applicable) or Supplemental Terms (the "**Fees**") and this section. All purchases are final, all payment obligations are non-cancelable and (except as otherwise expressly provided in these Terms of Service) all Fees once paid are non-refundable.
- 5.2.** Spreadly reserves the right to increase or decrease the Fees at any time during the Term by giving you at least 30 days' prior written notice; provided that where an Ordering Document sets out the Fees for a stated term, any change will not take effect until the commencement of the next renewal term. The effective date of the Fee change will be as specified in the Fee change notice. By continuing to use the Platform after a Fee change, you are agreeing to the new charges. If you are not willing to agree to the Fee change, then you must notify Spreadly of your intent not to renew in accordance with

Section 7.1 prior to the effective date of the Fee change and discontinue using the Platform in accordance with Section 7.4 by the end of the then-current Term.

- 5.3. If Spreadly is required by law to pay, withhold or deduct any taxes, levies, imports, duties, charges, fees or other amounts from your payments, those amounts will be invoiced to and paid by you in addition to the Fees, unless you provide Spreadly with a valid exemption certificate from the corresponding authority. If you are required by law to withhold or deduct any portion of the Fees due to Spreadly (a “**Required Withholding**”), Spreadly will be entitled to “gross-up” the applicable Fees in an amount equal to the Required Withholding so that it receives the same Fees it would have received but for the withheld amounts required by law. You remain liable for the payment of all Required Withholdings, however designated, that are levied or based on your use of the Platform.
- 5.4. You will make all payments in US dollars. Unless otherwise set forth in an applicable Ordering Document, all invoiced amounts are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Spreadly of any changes to that information.
- 5.5. If you fail to make any payment when due then, in addition to all other remedies that may be available to Spreadly (including Spreadly’s rights under Section 7.2 and Section 7.3), Spreadly may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.
- 5.6. To the extent you provide or enable a payment method (such as a credit card or bank account) for payment of Fees, you authorize Spreadly and its payment processors to store that payment method and to charge it (and any updated or replacement payment method) for all Fees and other amounts due under these Terms of Service and any Ordering Document as they become due, and to re-attempt any failed or declined charge from time to time until the applicable amounts are collected. If you authorize payment by bank account (ACH or other electronic funds transfer), you authorize Spreadly and its payment processors to initiate recurring electronic debit entries (and any related credit corrections) to that account in accordance with the rules of NACHA and applicable Law, and you represent that you are authorized to permit debits from that account. Your specific payment method, billing frequency, and related details are set forth in the applicable Ordering Document. This authorization remains in effect while any amounts are or may become due under these Terms of Service or any Ordering Document and until all such amounts are paid in full.
- 5.7. If you dispute any portion of an invoice in good faith, you must notify Spreadly in writing within 15 days after the invoice date, describing the disputed amount and the basis for the dispute. You will timely pay all undisputed amounts. So long as you have paid all undisputed amounts and are cooperating promptly and in good faith to resolve the dispute, Spreadly’s late-payment interest, suspension, and termination remedies for non-payment will not apply to the disputed amounts during the pendency of the dispute. Any amount not disputed within such period is deemed accepted.

6. Ownership and IP Rights.

- 6.1. As between you and Spreadly, you acknowledge and agree that Spreadly owns and retains all right, title and interest (including all IP Rights) in and to the Platform, Spreadly Content, Service Data, Non-Identifying Data and the Documentation, including derivative works, modifications, improvements and compilations thereof. Spreadly is not granting you any right or license to access, use or otherwise exploit the Platform, Spreadly Content or the Documentation, except as specifically provided in Section 2.1 above (and subject to the limitations and restrictions in Section 2.1.4 above). No rights or licenses are granted to you with respect to Service Data or Non-Identifying Data except the right to access and use Spreadly Content derived therefrom as provided in Section 2.1 above. Spreadly reserves all rights not expressly granted to you in these Terms of Service.
- 6.2. As between you and Spreadly, you are and will remain the sole and exclusive owner of all interests in and to all Account Data, including all IP Rights therein, subject to the rights you grant to Spreadly in this Section 6.2. During the Term, you hereby grant to Spreadly and its subcontractors all such rights and permissions in or relating to Account Data as are necessary to: (i) provide the Platform and the Spreadly Content to you; (ii) operate, improve, maintain, secure and support

the Platform and the Spreadly Content; (iii) enforce these Terms of Service and exercise Spreadly's rights and perform Spreadly's obligations under these Terms of Service and applicable Law; and (iv) generate Service Data and Non-Identifying Data as described in Section 6.5. Without limiting the foregoing, you acknowledge and agree that Spreadly may process your Account Data using artificial intelligence or machine learning features of the Platform solely for the purposes of providing the Platform to you and generating and delivering Spreadly Content to you. Such features will not expose your Account Data to any other Spreadly customers or users of the Platform and do not involve the use of your Account Data to develop, train, test, refine, fine-tune or otherwise improve artificial intelligence models, algorithms or systems made available to other customers of the Platform.

- 6.3.** During the Term, you and your Affiliates may provide Feedback to Spreadly. You hereby grant to Spreadly, on behalf of yourself and your Affiliates, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to exploit that Feedback for any purpose, including developing, improving, modifying, promoting, selling and maintaining the Platform and Spreadly Content. All Feedback is Spreadly's Confidential Information.
- 6.4.** To the extent Spreadly makes any improvements to the Platform or Spreadly Content based upon your use, Spreadly exclusively owns all right, title and interest in and to such improvements, including all related IP Rights. To the extent you may have or acquire any right, title, or interest in or to such improvements, you hereby irrevocably assign (and will cause your Affiliates to assign) all such rights to Spreadly.
- 6.5.** Spreadly may collect Service Data and Non-Identifying Data generated in connection with your use of the Platform. You acknowledge and agree that Spreadly may use, modify, adapt, reproduce and disclose Service Data (including to its subcontractors and service providers) to: (i) provide the Platform and the Spreadly Content to you; (ii) operate, improve, maintain, secure and support the Platform and the Spreadly Content; (iii) enforce these Terms of Service and exercise Spreadly's rights and perform Spreadly's obligations under these Terms of Service and applicable Law; and (iv) generate Non-Identifying Data. You acknowledge and agree that Spreadly may use, modify, adapt, reproduce, aggregate, create derivative works from, disclose, distribute, license, sell and otherwise exploit Non-Identifying Data for any lawful purpose in its sole discretion, including to improve the Platform and Spreadly Content and to develop, train, test, refine and otherwise improve artificial intelligence models, algorithms, analytics and machine learning systems. Spreadly will not attempt to, and will prohibit any third-party recipient of Non-Identifying Data from attempting to, re-identify any individual or entity from Non-Identifying Data. Spreadly's rights to use Non-Identifying Data described in this Section 6.5 are perpetual and irrevocable and survive any expiration or termination of these Terms of Service. For the avoidance of doubt, Non-Identifying Data does not constitute your Confidential Information.
- 6.6.** Notwithstanding anything to the contrary in this Section 6, to the extent that any Account Data or Service Data is determined to constitute Personal Data under applicable Data Privacy Laws, such data remains subject to Section 4 and the Data Processing Addendum and nothing in this Section 6 authorizes Spreadly to use or disclose such Personal Data beyond what the Data Processing Addendum permits.
- 6.7.** Spreadly may add your name to our customer list and identify you as a Spreadly customer on Spreadly's website and in other sales and marketing materials. Any further use of your name in connection with Spreadly marketing activities will require your prior approval.

7. Term, Termination and Suspension.

- 7.1.** These Terms of Service are effective the earlier of (i) the date you first create your account, (ii) the date you commence your access and use of the Platform, or (iii) the start of your service Term under an Ordering Document. These Terms of Service will remain in effect until you or we terminate your access to the Platform in accordance with these Terms of Service. The initial term of your subscription to access the Platform will be for 30 days (unless otherwise agreed to in an Ordering Document) (the "Initial Term"). Unless otherwise agreed in the Ordering Document, your subscription to access the Platform (other than Professional Services) will automatically renew for successive renewal terms equal in length to the Initial Term, unless a party provides written notice of non-renewal to the other party at least 15 days prior to the

expiration of the then-current Term; provided that where the Initial Term is 12 months or longer, such notice must be provided at least 30 days prior to the expiration of the then-current Term.

- 7.2.** Your access and use of the Platform may be terminated at any time by either party, effective when that party provides written notice to the other party, if the other party materially breaches these Terms of Service and such breach remains uncured 30 days after the non-breaching party provides the breaching party with written notice regarding such breach. If your access to the Platform is under an Ordering Document, at Spreadly's option, Spreadly's termination of an Ordering Document may automatically terminate these Terms of Service and all other outstanding Ordering Documents. In addition to and notwithstanding the foregoing, Spreadly may terminate your access and use of the Platform, effective upon written notice, if you fail to satisfy your obligations in Section 2.7 above within 10 business days after Spreadly provides written notice; provided that Spreadly may immediately terminate your access and use of the Platform in the event of such failure where Spreadly reasonably determines that your continued access presents a compliance, fraud, sanctions, or legal risk, or where immediate termination is required by applicable Laws, payment network rules, or Spreadly's financial partner. To the extent permitted by applicable Laws, Spreadly will provide prior notice of such termination. In addition to and notwithstanding the foregoing, if you fail to pay any undisputed Fees when due and such failure continues for 10 days after Spreadly provides written notice (which may follow or accompany a suspension under Section 7.3), Spreadly may terminate your access and use of the Platform, effective upon written notice.
- 7.3.** Spreadly may immediately suspend or deny your access to or use of all or any part of the Platform, without any liability, if your use: (i) is or may be harmful to Spreadly or any third party; (ii) presents an unacceptable level of risk; (iii) increases, or may increase, the rate of fraud that Spreadly observes; (iv) degrades, or may degrade, the security, stability or reliability of the Platform or any third party's system (*e.g.*, your involvement in a distributed denial of service attack); (v) enables or facilitates, or may enable or facilitate, illegal or prohibited transactions; (vi) is or may be unlawful; (vii) breaches these Terms of Service or any Ordering Document; or (viii) fails to satisfy Spreadly's KYB/KYC or other identity- or business-verification requirements. Spreadly's remedies in this section are in addition to, and not in lieu of, Spreadly's termination rights in Section 7.2. If Spreadly suspends or denies your access to all or any part of the Platform due to your failure to pay undisputed Fees, Spreadly will restore access only after you have paid all outstanding amounts, including any interest accrued under Section 5.5. Spreadly may charge a reasonable reinstatement fee as a condition of restoring access suspended in accordance with this Section 7.3.
- 7.4.** If your access to the Platform is terminated or expires (other than due to the termination or expiration of an Ordering Document for Professional Services), then: (i) Spreadly will discontinue your access to the Platform, except to the extent access is necessary to complete pending Transactions or to effect an export permitted under Section 8; (ii) you will complete all pending Transactions and stop accepting new Transactions through the Platform; (iii) you will promptly pay to Spreadly all amounts owing to it under these Terms of Service and all Ordering Documents; (iv) you will discontinue use of any Spreadly trademarks and immediately remove any Spreadly references and logos from your website; and (v) each party will promptly return to the other or, if so directed by the other party, destroy all originals and copies of any Confidential Information of the other party (including all notes, records and materials developed therefrom), provided that Account Data held by Spreadly will instead be handled in accordance with Section 8.
- 7.5.** Sections 2.1.4 (restrictions on access and use), 3 (Confidentiality), 5 (Fees and Payment), 6 (Ownership and IP Rights), 8 (Export of Payment Data), 9 (Representations and Warranties), 10 (Indemnification), 11 (Limitation of Liability), 12 (Choice of Law), 13 (Dispute Resolution; Agreement to Arbitrate), 14 (Miscellaneous), 15 (Definitions), and this Section 7 (Term, Termination and Suspension) will survive any expiration or termination of the Terms of Service and any Ordering Document along with any provision which by its nature or express terms should survive termination.
- 8.** Export of Payment Data. You may elect at any time to perform an automatic export of any Payment Data to a third-party endpoint for which Spreadly supports third-party vaulting. For any endpoint for which automatic export is not supported, you may request that Spreadly perform a manual export of your Payment Data and/or other Account Data to your designated recipient so long as the recipient has provided adequate evidence to Spreadly that it is PCI-DSS compliant, you are current on all Fees and other

amounts owed to Spreadly, and Spreadly determines, in its sole discretion, that the transfer is not in violation of any applicable Laws. Each manual export will incur an export charge at Spreadly's then-current rates. Spreadly reserves the right to delete all of your Account Data 90 days after the effective date of termination ("**Data Transfer Window**"). Notwithstanding the foregoing, Spreadly may retain Account Data (i) as required to comply with applicable Laws (including tax, anti-money-laundering, and recordkeeping requirements), (ii) as contained in routine backup or archival systems made in the ordinary course of business, and (iii) as reasonably necessary to establish, exercise, or defend legal claims; any Account Data so retained remains subject to the confidentiality, data protection and privacy, and security obligations of these Terms of Service. If you require additional time to arrange the export of your Payment Data to a PCI-DSS compliant third party, Spreadly may extend the Data Transfer Window in its discretion for additional 30-day periods when you provide written notice to Spreadly, are current on all outstanding Fees and other amounts owed to Spreadly, and continue to pay a prorated portion of the applicable Fees.

9. Representations and Warranties.

9.1. You represent as of the Effective Date, and warrant during the Term, that:

- 9.1.1.** you have the authority to enter into and perform your obligations under these Terms of Service;
- 9.1.2.** you are duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of your incorporation or other organization;
- 9.1.3.** the acceptance of these Terms of Service by your representative has been duly authorized by all necessary corporate or organizational action;
- 9.1.4.** these Terms of Service will constitute a legal, valid and binding obligation, enforceable against you in accordance with its terms;
- 9.1.5.** you will not use the Platform, directly or indirectly, for any fraudulent undertaking or in any manner that interferes with the use of the Platform;
- 9.1.6.** your use of the Platform, your collection and use of all of Account Data (including your processing of Payment Data and/or any card authorization, credit, ticket only, capture or settlement request, decline Transaction, or other related Transaction, completed or submitted under your account), and your use of Spreadly Content, will in each case comply with (i) all applicable Laws, (ii) the terms of service of the payment gateways, merchant service providers and/or API endpoints you connect with the Platform, (iii) the operating rules, bylaws, schedules, supplements and addenda, manuals, instructions, releases, specifications and other requirements, as may be amended from time-to-time, of any of the payment networks, including Visa, MasterCard, American Express, Discover Financial Services, and any Affiliates thereof or any other payment network applicable to the Platform; (iv) PCI-DSS and the PCI Software Security Framework (and any other applicable standard of the PCI Security Standards Council), as applicable; and (v) any regulatory body or agency having jurisdiction over the subject matter thereof;
- 9.1.7.** you have and are in compliance with all necessary rights, consents, licenses, and approvals required for the operation of your business and your continued access and use of the Platform and Spreadly Content;
- 9.1.8.** your employees, contractors and agents are acting consistently with these Terms of Service;
- 9.1.9.** your use of the Platform and Spreadly Content does not violate or infringe upon any third-party rights, including IP Rights;
- 9.1.10.** you comply with applicable Law with respect to the operation of your business, your use of the Platform and Spreadly Content, and the performance of your obligations under these Terms of Service;
- 9.1.11.** your use of the Platform will always comply with the Documentation;
- 9.1.12.** all information you provide to Spreadly, including all Account Data, is accurate and complete and you own, or have all rights, permissions and consents necessary to access or process, and to permit Spreadly, its subcontractors and the

Platform to access or process, all Account Data and the Transactions related thereto;

9.1.13. you are aware of the risks inherent in using artificial intelligence and machine learning products incorporated into the Platform or used to generate the Spreadly Content; and

9.1.14. you will inform all of your authorized users who use or access the Platform or any Spreadly Content of the risks inherent in using and relying on Spreadly Content generated by artificial intelligence and machine learning products.

9.2. THE PLATFORM AND SPREADLY CONTENT PROVIDED BY SPREADLY HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND SPREADLY HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER SPREADLY NOR ANYONE ASSOCIATED WITH SPREADLY REPRESENTS OR WARRANTS THAT THE PLATFORM OR SERVICE WILL BE RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM OR SPREADLY CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

9.3. CERTAIN FEATURES OF THE PLATFORM AND SPREADLY CONTENT MAY UTILIZE ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING TECHNOLOGIES. SUCH FEATURES MAY PRODUCE OUTPUTS THAT ARE INCORRECT, INACCURATE, OR INAPPLICABLE TO YOUR USE CASE. YOU AND YOUR USERS ARE SOLELY RESPONSIBLE FOR EVALUATING AND VERIFYING ALL SUCH SPREADLY CONTENT BEFORE RELYING ON IT OR MAKING DECISIONS BASED ON IT. ALL SUCH SPREADLY CONTENT AND OUTPUT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE PROFESSIONAL ADVICE OF ANY KIND. SPREADLY WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM YOUR USE OF OR RELIANCE ON SPREADLY CONTENT GENERATED BY ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING FEATURES OF THE PLATFORM, INCLUDING ANY DECISIONS MADE OR ACTIONS TAKEN ON THE BASIS THEREOF. YOU UNDERSTAND AND ACKNOWLEDGE THAT AI- AND MACHINE-LEARNING-BASED FEATURES OF THE PLATFORM MAY NOT SATISFY THE SAFEGUARDS, TRANSPARENCY REQUIREMENTS, OR OTHER PROTECTIONS REQUIRED BY APPLICABLE LAWS IN CONNECTION WITH "HIGH-RISK" OR OTHER REGULATED USES OF ARTIFICIAL INTELLIGENCE SYSTEMS. SPREADLY WILL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY IN ANY WAY RELATING TO THE USE OF THE PLATFORM OR SPREADLY CONTENT FOR OR IN CONNECTION WITH ANY "HIGH-RISK" OR OTHER REGULATED USES OF ARTIFICIAL INTELLIGENCE SYSTEMS.

10. Indemnification. You will indemnify, defend, and hold harmless Spreadly and our processors (and our respective employees, directors, agents, Affiliates and representatives) against any claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) relating to any claim, action, audit, investigation, inquiry, or other proceeding instituted by any person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations in these Terms of Service or any third-party terms and conditions related to Third-Party Integrations; (b) your wrongful or improper use of the Platform or Spreadly Content; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or IP Rights; (d) your violation of any Law; (e) any inaccuracy in any tax information provided; (f) any third-party claims made by your customers regarding Spreadly's processing of your customer's Personal Data in connection with our provision of the Platform; and (g) any other party's access and/or use of the Platform through your account.

11. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPREADLY WILL NOT BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES IN RELATION TO PLATFORM ACCESS OR ANY SERVICES GOVERNED BY THESE TERMS OF SERVICE OR THE ORDERING DOCUMENTS FOR ANY LOST PROFITS, LOSS OF ANTICIPATED SAVINGS, WASTED EXPENDITURE, LOSS OF BUSINESS OPPORTUNITIES, REPUTATION OR GOODWILL, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING OUT OF OR RELATING TO THE PLATFORM, SPREADLY CONTENT, OR ANY SERVICES PROVIDED UNDER THESE TERMS OF SERVICE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AND CUMULATIVE LIABILITY OF SPREADLY ARISING UNDER OR IN CONNECTION WITH PLATFORM ACCESS, SPREADLY CONTENT, OR ANY SERVICES PROVIDED UNDER THESE TERMS OF SERVICE WILL NOT EXCEED THE TOTAL FEES PAID BY YOU TO SPREADLY

DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF YOU OR SPREEDLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- 12. Choice of Law.** The laws of the State of North Carolina govern your access to the Platform and any services provided under these Terms of Service, as well as all related disputes, without giving effect to its conflict of law provisions, regardless of from where you access the Platform, Spreadly Content, or any services provided under these Terms of Service. Subject to Section 13 (Dispute Resolution; Agreement to Arbitrate), which governs to the extent of any conflict, you agree that the exclusive forum for all disputes or claims hereunder that are not subject to arbitration will be the state courts located in Raleigh, North Carolina, or the United States District Court for the Eastern District of North Carolina.
- 13. Dispute Resolution; Agreement to Arbitrate. Please read this section carefully, as it affects your legal rights, including your right to file a lawsuit in court. Every controversy or claim arising out of or relating to this Agreement, or the breach thereof (a "Dispute") will be resolved in accordance with this section.**
- 13.1.** If a Dispute arises, the parties agree to discuss (in good faith) the Dispute informally for at least 60 days before commencing an arbitration action, as described in this Section. If the parties are unable to resolve the Dispute within such 60-day period, such Dispute will be resolved by final and binding arbitration, instituted and conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "**AAA Rules**"), before a single arbitrator. All arbitration hearings will be conducted in Raleigh, North Carolina. The statute of limitations applicable to any claim will be determined as if such claim were being asserted in a state court in the State of North Carolina, for all state law claims, and in a federal court in the State of North Carolina, for all federal law claims, and such statute of limitations will apply to preclude arbitration of any claim hereunder not brought within the applicable limitation period. The arbitrator will have the authority to award interest on any damages and to award attorneys' fees and costs to the prevailing party or parties, if any, or to allocate such fees and costs as the arbitrator determines to be equitable. A judgment upon the award rendered by the arbitrator may be entered in any court having competent jurisdiction. If 25 or more Disputes of a substantially similar nature are asserted against Spreadly by or with the assistance of the same counsel or coordinated group of counsel, such Disputes will be administered by the AAA in sequential batches of no more than 50 claimants each, with a single arbitrator appointed for each batch, and each batch will be treated as a single arbitration for purposes of AAA fees. Notwithstanding anything herein to the contrary, any Dispute concerning whether a matter is subject to arbitration hereunder, including a Dispute caused by the refusal of a party hereto to arbitrate, will be resolved in a judicial proceeding commenced in a state court in the State of North Carolina, for all state law claims, and in a federal court in the State of North Carolina, for all federal law claims. Further, notwithstanding anything herein to the contrary, the parties reserve the right to proceed at any time in any court of competent jurisdiction to exercise any equitable remedies, and Spreadly may bring an action at any time in any court of competent jurisdiction to collect undisputed Fees and other amounts owed to Spreadly, to which action neither the 60-day informal resolution period nor the agreement to arbitrate will apply. Preservation of these remedies does not limit the power of the arbitrator to grant similar remedies that may be requested by a party in a Dispute. The agreement to arbitrate set forth in this section may only be enforced by the parties to this Agreement and their permitted successors and assigns, will survive the termination or breach of this Agreement, and will be construed pursuant to and governed by the provisions of the Federal Arbitration Act, 9 U.S.C. §1, et seq.
- 13.2. PLEASE BE AWARE THAT YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY. YOU AND SPREEDLY AGREE TO ARBITRATE IN EACH OF OUR INDIVIDUAL CAPACITIES ONLY, NOT AS A REPRESENTATIVE OR MEMBER OF A CLASS, AND EACH OF US EXPRESSLY WAIVES ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS.**
- 13.3.** If any portion of this agreement to arbitrate is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision will be severed from the Terms of Service; (ii) severance of the unenforceable or unlawful provision will have no impact on the remainder of the agreement to arbitrate or the parties' ability to compel arbitration of any remaining claims individually under this Section; and (iii) if any claims must therefore proceed on a class, collective,

consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims will be stayed pending the outcome of any individual claims in arbitration.

14. Miscellaneous.

- 14.1.** This Agreement (including, for avoidance of doubt, the Supplemental Terms) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of this Agreement (and all past dealing or industry custom). If any term in these Terms of Service conflicts with a term in any Supplemental Terms, then unless terms of lower precedence expressly state to the contrary, the order of precedence is: (i) the Ordering Document (if any); (ii) these Terms of Service; and (iii) the other Supplemental Terms and any terms and conditions set forth in any policy, addenda, exhibit, document or other terms incorporated herein by reference, including any such terms identified and maintained at a URL referenced herein. However, nothing in an Ordering Document may modify or supersede anything in Sections 3, 4, 6, or Sections 9-13 of this Agreement.
- 14.2.** Any delay or failure of either party to enforce its rights, powers or privileges under this Agreement, at any time or for any period, will not be construed as a waiver of such rights, powers and privileges, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 14.3.** Under these Terms of Service, notices to you will be sent to the e-mail address designated by you in your account, provided that invoices and notices regarding Fees, payment, suspension, or termination may also or instead be sent to the billing or accounting contact you designate in the applicable Ordering Document, and notices to Spreadly must be sent to: support@spreadly.com. Notice to you will be treated as received when the email is sent. You are responsible for keeping your email address designated in your account accurate and current throughout the Term.
- 14.4.** You may not assign or otherwise transfer your rights or obligations under this Agreement without the prior written consent of Spreadly, except that either party may assign this Agreement without the other party's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees in writing to assume and fulfill all of the assigning party's obligations under this Agreement. Any attempt to assign or transfer in violation of the previous sentence will be void in each instance. Spreadly may also assign this Agreement, in whole or in part, to an Affiliate. If you assign or otherwise transfer your rights or obligations under this Agreement to or undergo a change of control (whether by merger, acquisition, sale of assets or equity, or operation of law) in favor of, a person or entity that directly or indirectly competes with Spreadly, you will provide Spreadly prompt written notice, and Spreadly may terminate this Agreement and all Ordering Documents immediately upon written notice and without liability. Notwithstanding the foregoing, this Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties.
- 14.5.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party will have authority to contract for or bind the other Party in any manner whatsoever.
- 14.6.** Spreadly will not be liable for any losses, damages, or costs you suffer, or delays in Spreadly performance or non-performance, to the extent caused by a Force Majeure Event.
- 14.7.** Each party agrees that a breach or threatened breach by such party of any of its obligations under Sections 3, 4 or 6 of this Agreement would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that

monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

- 14.8.** You certify that you will not, directly or indirectly, export, re-export, transfer, or otherwise provide access to the Platform or any data, information, software programs, and/or materials resulting from the Platform (or direct product thereof) to any sanctioned person or to a Sanctioned Jurisdiction or otherwise in violation of, or for any purpose prohibited by, Sanctions and Export Control Laws. You will not conduct business with any company, individual, organization or country subject to trade sanctions, embargoes, or other restrictions under Sanctions and Export Control Laws, nor any entity involved in an end use prohibited under U.S. law, including but not limited to, chemical or biological weapons proliferation or nuclear or missile technology proliferation. You understand and acknowledge that we may share Account Data with certain service providers to comply with Sanctions and Export Control Laws, including for sanctions screening and geo-blocking. The parties will cooperate with each other to provide all necessary information needed to facilitate full compliance with all applicable laws and regulations.
- 14.9.** Further, you acknowledge that you are responsible for ensuring that the Platform and Spreadly Content are used, accessed, and disclosed in compliance with all Sanctions and Export Control Laws. You certify that you and your beneficial owners, principals, employees, and agents are not, and will not be, acting on behalf of: (i) any person or entity located in a Sanctioned Jurisdiction, or that uses the Platform or Spreadly Content in a Sanctioned Jurisdiction, or that is a national of a Sanctioned Jurisdiction; (ii) an individual or entity on the Consolidated List of Persons, Groups, and Entities Subject to the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders List, the U.S. Department of Commerce's Denied Persons List or Entity List, or any other sanctions or restricted persons lists maintained pursuant to applicable Sanctions and Export Control Laws; or (iii) the target or subject of any Sanctions and Export Control Laws.
- 14.10.** If you are the U.S. government (including any department or agency) or contracting on the U.S. government's behalf, then the Platform (including the software and other components) are "**Commercial Items**", as that term is defined at 48 C.F.R. §2.101, consisting of "**Commercial Computer Software**" and "**Commercial Computer Software Documentation**", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. government end users (i) only as Commercial Items and (ii) with only those rights as granted to all other end users under this Agreement. All unpublished rights are reserved under the copyright laws of the United States.

15. Definitions. As used in this Agreement, the following terms will have the meanings set forth below:

"Account Data" means Payment Data and any other data or information that is uploaded or otherwise received from you by or through the Platform for the purposes of being processed within your account. Account Data does not include Non-Identifying Data or Service Data.

"Affiliate" means any entity that is now or in the future directly or indirectly controlled by, controlling, or under common control with a party.

"Agreement" means these Terms of Service, together with any Ordering Document(s) and any applicable Supplemental Terms, and is used interchangeably with "Terms of Service."

"API" means all instances of the Spreadly application program interface, including all endpoints that enable you to use Spreadly's Platform (available via the "API Reference" section of Spreadly's Documentation website).

"API call" means any query to a Spreadly Transaction API including all endpoints that enable you to access and use the Spreadly Platform. For the avoidance of doubt, API calls are not themselves a unit of measure for Fees; the applicable units of measure and Fees are set forth in the applicable Ordering Document and Documentation.

"Data Privacy Laws" means all applicable laws, rules, and regulations relating to privacy, data protection, or the processing of personal data or personal information.

"Data Processing Addendum" means Spreadly's Data Processing Addendum located at: <https://www.spreadly.com/gdpr>, including all Standard Contractual Clauses, appendices and attachments thereto, as Spreadly may update from time-to-time in Spreadly's discretion.

"Data Security Policies" means Spreadly's data security policies described at: <https://www.spreadly.com/security-compliance>, as Spreadly may update from time-to-time in Spreadly's discretion.

"Documentation" means the then-current online, electronic and written user documentation, guides, and instructional videos that Spreadly makes available to you at: <https://developer.spreadly.com/>, which describe the functionality, components, features or requirements of the Platform, as Spreadly may update from time-to-time in Spreadly's discretion.

"Effective Date" means the earlier of (i) the date you first create your account on the Platform, (ii) the date you commence your access and use of the Platform, or (iii) the start of your service Term under an Ordering Document.

"Feedback" means ideas, suggestions, comments, observations and other input you provide to Spreadly regarding the Platform, including Pre-Release Features.

"Force Majeure Event" means an event beyond the control of Spreadly or its subcontractors, including a strike or other labor dispute; labor shortage, stoppage or slowdown; supply chain disruption; embargo or blockade; telecommunication breakdown; power outage or shortage; inadequate transportation service; inability or delay in obtaining adequate supplies; weather; earthquake; fire; flood; act of God; riot; civil disorder; civil or government calamity; epidemic; pandemic; state or national health crisis; war; invasion; hostility (whether war is declared or not); terrorism threat or act; Law; or act of a governmental body or agency.

"IP Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the Laws of any state, country, territory or other jurisdiction.

"Merchant Aggregator" means a Spreadly customer that is the non-merchant of record facilitating its merchant partners to sell to downstream consumers or customers while providing payment and non-payment services on behalf of such merchants.

"Laws" means all laws, directives, rules and regulations.

"Non-Identifying Data" means data—whether aggregated, de-identified, or otherwise derived—that does not, and cannot reasonably be used to, identify any person or entity, and that does not otherwise constitute Personal Data under applicable Data Privacy Laws.

"Ordering Document" means each document ordering Spreadly services that is expressly governed by these Terms of Service.

"Payment Data" means any personal or financial information collected from a credit card, debit card or other payment method, including but not limited to a cardholder's account number, card expiration date, and CVV2 uploaded or otherwise received from you by or through the Platform for the purposes of being processed within the Platform.

"Payment Method" means a payment method that Spreadly accepts through a Spreadly Transaction API, including but not limited to for processing, vaulting and tokenization.

"Payment Transaction" means a non-test Transaction as described in the Documentation. The Ordering Document sets out which Transactions are billable as Payment Transactions and the applicable Fees.

"PCI-DSS" means the Payment Card Industry Data Security Standard.

"Personal Data" means any Account Data or other information that Spreadly collects or processes on your behalf in connection with the Platform that constitutes "personal data," "personal information," or an equivalent term under Data Privacy Laws.

Spreadly's processing of Personal Data on your behalf is governed by the Data Processing Addendum, under which such data is "Customer Personal Data."

"Professional Services" means the implementation, integration, migration, and/or consulting services provided by Spreadly and described in an Ordering Document.

"Sanctions and Export Control Laws" means U.S. export control and economic sanctions laws and regulations, including without limitation, the Export Administration Regulations (**EAR**) administered by the Bureau of Industry and Security (**BIS**) of the U.S. Department of Commerce and economic sanctions administered by the Office of Foreign Assets Control (**OFAC**) of the U.S. Department of Treasury, or such sanctions imposed and implemented where the Platform is being used and/or accessed or where you and/or your merchant is located, a resident or a national.

"Sanctioned Jurisdiction" means any country, territory, or region that, at the relevant time, is subject to comprehensive economic or trade sanctions or embargoes under Sanctions and Export Control Laws. Such measures must generally prohibit providing the Platform to persons located, organized, or ordinarily resident there without governmental authorization.

"Service Data" means metadata, logs, and statistical, technical, and performance information about the configuration, operation, security, support, and performance of the Platform and your access to and use of the Platform or Spreadly Content.

"Spreadly Content" means the content, reports, insights, features, and functionality Spreadly makes available to you through the Platform.

"Supplemental Terms" means the terms and conditions set forth in any policy, addenda, exhibit, document or other terms incorporated herein by reference, including any such terms identified and maintained at a URL referenced herein.

"Support Services Terms" means Spreadly's technical support terms located at: <https://www.spreadly.com/support-services-terms>, as Spreadly may update from time-to-time at Spreadly's discretion.

"Term" means the period beginning on the Effective Date through the earlier of termination of access to the Platform or the end of the period of access under an Ordering Document (if any).

"Transaction" means any request of a Spreadly API endpoint. Multiple Transactions may be necessary to effect one payment (such as storing a payment method or, authorizing a payment and then capturing the payment amount). Not all Transactions are billable; the Ordering Document and Documentation identify which Transactions are billable as Payment Transactions.

"Transaction API" means Spreadly's core APIs responsible for processing payment transaction requests, excluding non-payment related features or services, as part of the Platform.

"Pre-Release Features" means the Platform services that Spreadly provides on a free- or trial-basis during the applicable trial period.