

CARDAML.COM TERMS OF SERVICE

Last updated: Dec 31, 2023

Thank you for signing up for a service with CardAML.com. (“**CardAML**”, “**we**”, “**us**”, service providing by company Piotr Owczarek, business registered in Tychy (43-100 Tychy, Poland, Towarowa 23 Street), TAX ID number PL6451060846, company registration number 273677410). By creating an account, clicking to accept this agreement (or another click-through mechanism provided) or accessing or using the CardAML Services (as defined below), you agree to all the terms and conditions of this Terms of Service (this “**Agreement**”). If you are accepting this Agreement and using the CardAML Services on behalf of your employer or other entity, then “**Customer**” or “**you**” means that entity. Further, if you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind such entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree to this Agreement on behalf of the party that you represent. **Please note that CardAML may modify this Agreement as further described in the Modifications section below, so you should make sure to check this page from time to time.**

1. CardAML Services.

1.1 Service Generally. The “**CardAML Services**” are comprised of a suite of digital trust and safety products, some or all of which Customer may elect to receive, that predict user intent and enable customers to prevent fraudulent activity in real time. More specifically, the CardAML Services are enabled through a SaaS-based, machine learning platform that identifies patterns in data, using custom and global models which leverage both the specific customer’s data and the data provided by all other customers. CardAML will make those CardAML Services elected by you and agreed to by CardAML available to you in accordance with the terms of this Agreement.

1.2 Integration; Analytical Results. CardAML will provide Customer the application programming interfaces, JavaScript snippets, SDKs and other technologies (collectively, the “**Software**”) to enable Customer to access and implement the CardAML Services in connection with Customer’s services and digital applications or properties (the “**Customer Properties**”). Through the Software and CardAML Services console, Customer may submit data and information to the CardAML Services as agreed by Customer (collectively, the “**Customer Data**”). Based on CardAML’s proprietary modeling and analysis of the Customer Data alone and in combination with other data in the CardAML Services, CardAML will provide Customer with analytical results, which include a score, substantiation of that score, and aggregated insights and reporting (the “**Analytical Results**”) for Customer’s use in accordance with the terms of this Agreement.

2. Proprietary Rights.

2.1 Ownership of and License to Customer Data. As between CardAML and Customer, Customer owns and retains all right, title, and interest in and to its

Customer Data. Customer grants to CardAML a limited, royalty-free, non-exclusive, worldwide right and license to access, use, copy, and create derivative works from the Customer Data only as set forth in this Agreement, including Section 2.2 (Additional Use of Customer Data).

2.2 Additional Use of Customer Data. Subject to the terms of this Section, Customer agrees that CardAML may use the Customer Data for as long as reasonably necessary for the limited purpose of providing fraud detection and prevention services to third-party customers of the CardAML Services, as determined by CardAML in its reasonable discretion; provided, that in connection with such use, Customer Data (i) will be aggregated with data from other customers of the CardAML Services, and (ii) shall not be made available to any other customer. In addition, the analytical results provided to other customers of the CardAML Services will not include any identifiers of Customer as a source of any data.

2.3 Ownership of and License to CardAML Services and Analytical Results. As between CardAML and Customer, CardAML owns and retains all rights, title and interest in and to the CardAML Services, including the Software, Documentation, and Analytical Results. CardAML grants to Customer a limited, royalty-free, non-exclusive, worldwide right and license to access and use the CardAML Services, including the Software, Documentation and Analytical Results, only as set forth in this Agreement.

2.4 Suggestions. If Customer (including any Authorized User) provides CardAML any feedback or suggestions regarding the CardAML Services, Customer grants CardAML an unlimited, irrevocable, perpetual, sublicensable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer or any Authorized User.

3. Data Protection.

3.1 Security and Data Protection Agreement. CardAML will maintain a security program with reasonable and appropriate administrative, technical, organizational and physical security measures designed to protect Customer Data against unauthorized access, disclosure and loss. If the parties enter into any separate agreement or addendum concerning data protection, then such terms will be governed by this Agreement and, in the event of any conflict between such and this Agreement, this Agreement will control. In any event, Customer acknowledges that CardAML does not merely process data but controls the means and purpose of the data processing contemplated by this Agreement.

3.2 CardAML Privacy Policy. CardAML will maintain a readily-accessible privacy policy on its website that provides accurate disclosures concerning its data practices, including the processing of personal information for fraud detection and prevention purposes.

3.3 Deletion of Data. Upon termination of this Agreement, Customer may request deletion of the Customer Data. Subject to the provision of Section 2.2 (Additional Use of Customer Data), CardAML will perform such deletion within ninety (90) days.

4. Customer Commitments.

4.1 Account Registration. In order to access the CardAML Services console, Customer shall register for a CardAML account. Account information must be accurate, current and complete, and will be treated by CardAML in accordance with its privacy policy (located at <https://CardAML.com>). Customer agrees that CardAML may send notices, statements and other information by email or through Customer's account. Customer will be solely responsible for all use of the CardAML Services under its account, including the acts and omissions of its those individuals who are authorized by Customer to use the CardAML Services under the Customer's account ("**Authorized Users**"). In addition, Customer will use commercially reasonable efforts to prevent unauthorized access to the CardAML Services and will notify CardAML immediately of such unauthorized access.

4.2 Customer Responsibilities. Customer will use the CardAML Services (which, for clarity, include the Analytical Results) only: (a) for its internal fraud detection and prevention purposes; (b) in accordance with the terms of this Agreement, the Documentation, which CardAML may update reasonably from time to time; and (c) in compliance with all applicable laws, rules and regulations ("**Applicable Laws**") and any contractual or other obligation Customer has to any third party. Customer is solely responsible for ensuring that its use of the CardAML Services, including its provision of the Customer Data, does not violate the Applicable Laws of the jurisdictions in which Customer does business.

4.3 Usage Restrictions. Customer shall not: (a) make the CardAML Services available to anyone other than Authorized Users; (b) transfer, sublicense, resell, time share or similarly exploit the CardAML Services; (c) access the CardAML Services to build a competitive product or service; (d) reverse engineer, modify, adapt, or otherwise attempt to gain unauthorized access to the CardAML Services, or introduce any malicious code into the CardAML Services; (e) provide to CardAML any Customer Data that contains any sensitive personal information, such as full financial account information, full credit card information, government identification numbers, account passwords, health-related information, information that relates to children, or any information that is deemed "sensitive" under Applicable Laws; or (f) use the CardAML Services for purposes not contemplated by this Agreement, such as for background checks, as a factor in establishing an individual's creditworthiness or eligibility for credit, insurance, housing, or employment, or in any way that facilitates discrimination or causes CardAML to violate any Applicable Law. For clarity, the foregoing limitation applies to the Analytics Results and any other information derived from use of the CardAML Services, as well as the service itself.

4.4 Customer Privacy Policy. Customer will not provide any Customer Data to CardAML that is not collected, processed or stored in accordance with its privacy policy and Applicable Laws. Customer will ensure that its privacy policy is readily accessible on its website(s), and includes accurate disclosures concerning its activities in connection with this Agreement, including the collection and processing of personal information for fraud detection and prevention (and where applicable, disclose CardAML with a link to CardAML's privacy policy as a party with whom Customer shares personal information). Customer is solely responsible for obtaining

any consents or registrations required in connection with the activities described in this Agreement.

5. Payment.

5.1 Fees and Payment Terms. Unless otherwise agreed in writing by the parties, Customer will pay the fees stated on an applicable order form executed by CardAML and Customer (the “**Fees**”). Unless otherwise stated on an applicable order form, all Fees are non-cancelable and non-refundable. Monthly or annual minimum fees paid may not be rolled into any future time period. CardAML may charge interest on any unpaid amount due at the rate of one percent (1%) per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date it is paid. In the event CardAML pursues collection of any overdue Fees payable hereunder, Customer will reimburse all reasonable third party costs and fees incurred by CardAML in connection with those collection activities.

5.1 Transaction currency is PLN, EUR, USD or GBP due to cardholder card currency. For card issuing in other currencies our transaction currency is EUR.

5.2 Fee for card verification service is 2 EUR / 4 PLN / 2 USD / 2 GBP.

5.2 The service provider will give a rebate of 0% to 99% of the fee mentioned in the point above.

6. Confidentiality.

6.1 Definitions. As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer shall include Customer Data, and Confidential Information of CardAML shall include the Software, the Analytical Results and all Documentation. However, Confidential Information shall not include any information that the Receiving Party can document (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

6.2 Confidentiality Obligations. Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (a) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement.

6.3 Mandated Disclosures. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so; provided, the Receiving Party gives the Disclosing Party prior written notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the access or disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. Indemnification.

Customer will defend, indemnify and hold harmless CardAML, its officers, directors and employees against any third party claim, demand, suit, investigation or proceeding relating to any violation or alleged violation by Customer of the terms of this Agreement.

8. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE CARDAML SERVICES AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ANY PROMISES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CARDAML DOES NOT REPRESENT THAT THE CARDAML SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS OR THAT THE ANALYTICAL RESULTS WILL BE ACCURATE OR COMPLETE. CUSTOMER ACKNOWLEDGES THAT, AS A SAAS-BASED SERVICE, THE FUNCTIONALITY AND INTERFACES OF THE CARDAML SERVICES MAY CHANGE OVER TIME, AND CARDAML RESERVES THE RIGHT AT ANY TIME, AND FROM TIME TO TIME, TO MODIFY OR DISCONTINUE THE CARDAML SERVICES (OR A PART THEREOF).

9. Limitation of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL CARDAML

BE LIABLE TO CUSTOMER FOR ANY DAMAGES, COSTS, OR LIABILITIES IN AGGREGATE IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER IN THE TWELVE MONTH PERIOD PRIOR TO THE CUSTOMER'S INITIAL CLAIM.

THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

10. Term and Termination.

10.1 Term and Termination. The term of this Agreement will commence on the Effective Date and will continue so long as CardAML is providing CardAML Services to Customer under an applicable Order Form. Each Order Form shall identify the initial subscription period for the applicable CardAML Service and unless otherwise stated on the applicable Order Form, such subscription periods shall automatically renew for additional (12) months unless either party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current subscription period. After the initial subscription period, if CardAML's pricing increases, CardAML will give Customer at least sixty (60) days prior notice of the planned increases, with any agreed-to increases taking effect the following renewal subscription period. Either party may terminate this Agreement immediately on written notice if (a) the other party commits any material breach of any term of this Agreement and has not cured such breach within fifteen days of its receipt of written notice of the breach; or (b) the other party files for bankruptcy; becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; makes an assignment for the benefit of all or substantially all of its creditors; or enters into an agreement for the cancellation, extension, or readjustment of substantially all of its obligations.

10.2 Suspension of CardAML Services. Notwithstanding any provision herein to the contrary, CardAML may temporarily suspend the CardAML Services in the event of any activity by Customer or any of its users that has (or in CardAML's reasonable assessment is likely to have) an adverse effect on the operation of the CardAML Services.

10.3 Survival. The provisions of this Section and the following Sections will survive any termination of this Agreement: Section 2 (Proprietary Rights), Section 3.3 (Deletion of Data), Section 5 (Payment), Section 6 (Confidentiality), Section 7 (Indemnification), Section 8 (Disclaimer), Section 9 (Limitation of Liability) and Section 11 (General Provisions).

11. General Provisions.

11.1 Marketing. Customer grants CardAML the right to use Customer's company name and logo as a reference for marketing or promotional purposes on CardAML's website and in other public or private communications with existing or potential

CardAML customers, subject to Customer's standard trademark usage guidelines as provided to CardAML from time-to-time.

11.2 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations due to events beyond the reasonable control of such party, which may include denial-of-service attacks, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

11.3 No Agency. Nothing herein will be construed to create a partnership, joint venture or any type of agency relationship between CardAML and Customer.

11.4 Notices. Marketing and business-related notices may be delivered by email. Any legal notices relating to this Agreement must be in writing and sent to each party its then-current primary place of business or such other address provided by the recipient. All notices will be sent by major commercial delivery courier service or mailed in a manner that requires signature by the recipient.

11.5 Governing Law; Venue. This Agreement and any disputes hereunder will be governed by the laws of Republic Of Poland, without regard to its conflict of law principles, and any litigation concerning this Agreement will be submitted to and resolved by a court of competent jurisdiction in Poland.

11.6 No Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including any order forms), without consent of the other party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.7 Modifications. CardAML may modify the terms and conditions of this Agreement from time to time, in which case the modified version of this Agreement will supersede the prior versions. The most current version will always be posted on the CardAML website. CardAML shall use commercially reasonable efforts to provide Customer with advanced notification via email, posting a notice on the CardAML website or through the CardAML Service management console of any material modifications, with such modifications effective on the date of public posting. If Customer disagrees with the modifications, Customer's exclusive remedy is to terminate the Agreement by providing thirty (30) days written notice to CardAML and cease using the Service. Customer's continued use of the CardAML Services will be subject to the modified terms.

11.8 Severability. If any provision of this Agreement is held to be unenforceable, such provision will be reformed to the extent necessary to make it enforceable, and such holding will not impair the enforceability of the remaining provisions.

11.9 Waiver. The failure by a party to exercise any right hereunder or enforce strict performance of any provision of this Agreement will not waive such party's right to exercise that or any other right in the future.

11.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes any and all prior communications and agreements whether written or oral concerning the subject matter hereof, including any previously executed non-disclosure agreement. Each party hereby acknowledges that no reliance is placed on any representation made but not referenced in this Agreement. No purchase order or other text that purports to modify or supplement the printed text of this Agreement will add to or vary the terms of this Agreement.