

Zooz Terms and Conditions

Zooz, Ltd. (“**Zooz**”) developed this software module and development kit (the “**Module**”) to make it easy for you to accept payment through your proprietary mobile application from your customers so you can focus on your own product or service. The Module allows you to accept payments via credit cards, debit cards, and other electronic payment methods (collectively, “**Payment Methods**”)

This is a legal agreement. All use of the Module is subject to these Terms and Conditions (this “**Agreement**”). Please read this Agreement in its entirety. If you do not agree to the terms of this Agreement, please do not use, install or integrate the Module. If you register as a business, the term “you” as used herein means you as an individual as well as the business you represent.

Zooz may amend this Agreement in its sole discretion by posting such amendments on its website, or mailing them to the email address listed in your Zooz Account (as defined below). Such disclosures and notices shall be considered to be received by you within 24 hours of the time they are posted to our website or mailed to you unless we receive written notice that the mail or email was not delivered.

A. Definitions.

The following terms, when capitalized in this Agreement, shall have the meaning set forth below.

1. “**Application**” means your proprietary mobile application that incorporates significant and material functionality above and beyond the functionality provided by the Module.
2. “**Chargeback**” means a request that a customer of yours files directly with his or her Payment Method or card-issuing bank to invalidate a processed payment.
3. “**Claim**” means a challenge to a payment that you or your customer files directly with Zooz.
4. “**Fees**” means fees assessed by us to you for providing the payment services described in this Agreement.

5. **“Reserve Account”** means funds in held in reserve to cover Chargebacks, refunds, or other payment obligations under this Agreement.
6. **“Reversal”** means a reversal by Zooz of the settlement of funds that you received from a processed transaction.

B. The Module

The Module is a software module and development kit that can be integrated into your proprietary Application to accept and process payments through various Payment Methods. Zooz may change the Payment Methods it accepts in its sole discretion, and may at any time cease to accept or process any particular Payment Method. Zooz is not a bank or a money services business and Zooz does not offer banking or money services as defined by the United States Department of Treasury. In addition, Zooz does not assume any liability for the products or services purchased using our Module. You will be required to register for an account to use the Zooz Module, as detailed below (the **“Zooz Account”**).

Subject to the terms and conditions of this Agreement, Zooz grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to use the Module solely to (a) integrate the Module with your Application, and (b) use the Module, to accept and receive payments in consideration for the commercial sale of goods or services, and to manage the funds you so receive. You may not use the Module for personal, family or household purposes, and you may not use or distribute the Module on a stand-alone basis. You may not use the Module except as expressly set forth herein.

C. Intellectual Property

The Module is licensed and not sold. We reserve all rights not expressly granted to you in this Agreement. Zooz and its licensors own the copyright and other worldwide intellectual property rights in the Module and all derivatives and copies thereof. No right, title or interest to the Module or any of Zooz’s trademarks are granted except as expressly set forth herein. We reserve the right to require you to install certain software updates or upgrades in order to continue using the Module.

You may choose to or we may invite you to submit comments or ideas about the Module, including without limitation about how to improve the Module or our products (**“Ideas”**). You have no obligation to submit any Idea. However,

by submitting any Idea, you agree that Zooz is free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis.

D. Representations and Warranties

You represent and warrant to Zooz that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Module and have the right, power, and ability to enter into and perform under this Agreement; (c) all information in your Zooz Account will be accurate and correct, (d) all information you submit regarding a sale will be accurate and correct and will represent a bona-fide transaction, (e) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; and (f) you will not use the Module in violation of any law, rule or regulation or provision of this Agreement.

You have sole and exclusive responsibility for all aspects of the Application. You represent and warrant to Zooz that the Application does not (a) contain any defamatory, libelous, obscene, hateful or otherwise offensive content, (b) contain or transmit and virus, worm or other malicious software or code, (c) collect or transfer any personal data from users except as expressly set forth in a clear and conspicuous privacy policy affirmatively accepted by such user, (d) infringe and third party intellectual property or moral rights, or (e) violate any law, rule or regulation. You shall ensure that the Application is stable and secure, and complies with all third party terms and conditions in respect of the distribution of the Application (for example, all terms and conditions of Apple's App Store).

E. Restrictions and Requirements

You are responsible for all goods and services you offer for sale or provide to any third party, including the delivery thereof and all customer service you may provide. Zooz shall not accept any liability with respect to the foregoing, and shall refer all inquiries and complaints with respect to the foregoing to you.

You may not use the Module in connection with any business that violates applicable law, regulations or commonly accepted standards of decency. In addition, you will not use Zooz in connection with drugs, tobacco products, pornography, obscene or sexually oriented materials, alcohol, gambling or the sale of weapons. You shall not use the Module for the sale of virtual currency

or any similar goods and services.

You shall not, nor to permit any third party to: (i) access or attempt to access Zooz systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the Module or other material from Zooz except as expressly set forth herein; (iii) permit any third party to use or benefit from the Module via a rental, lease, timesharing, service bureau or other arrangement; (iv) transfer or assign any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Module, use any tool to enable features or functionalities that are otherwise disabled in the Module, or decompile, disassemble or otherwise reverse engineer the Module, except to the extent that such restriction is expressly prohibited by law; or (vi) perform or attempt to perform any actions that would interfere with the proper working of the Module, prevent access to or use of the Module by our other users, or impose an unreasonable or disproportionately large load on our infrastructure.

You shall obey all laws, rules, and regulations applicable to your use of the Module (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising). In addition, you shall not: (i) use the Module to provide cash advances, (ii) submit any transaction for processing that does not arise from your sale of goods or service to a buyer customer, (iii) act as a payment intermediary or aggregator, (iv) send what you believe to be potentially fraudulent authorizations or fraudulent transactions, or (v) use your Zooz Account or Module in a manner that can reasonably be construed as abuse of any Payment Method or the violation of any Payment Method Rules.

Each Payment Method has established rules and guidelines (“**Payment Method Rules**”). You are required to comply with all applicable Payment Method Rules. You can review portions of the Payment Method Rules at the website of the applicable Payment Method. Payment Methods may reserve the right to amend the Payment Method Rules at any time. Zooz reserves the right to modify the Module or amend this Agreement at any time as necessary to comply with Payment Method Rules or otherwise address any changes in the Module.

You agree to give us at least 30 days prior notification of your intent to change your name or the manner in which you accept payment. You agree to provide us with prompt notification if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding. You also agree to promptly notify us of (a) a substantial change in the basic nature of your business, (b) any anticipated liquidation, (c) a change of control, (d) any

transfer or sale of 50% or more of your total assets or any change in the control or ownership of you or your parent entity, or (e) any material adverse change in your condition which will impede your ability to comply with the terms of this Agreement.

We reserve the right to not authorize or settle any transaction you submit which we believe is in violation of this Agreement, any other Zooz agreement, or exposes you, other Zooz users, our processors or Zooz to harm, including but not limited to fraud and other criminal acts. You are hereby granting us authorization to share information with law enforcement about you, your transactions, or your Zooz Account if we reasonably suspect that your Zooz Account has been used for an unauthorized, illegal, or criminal purpose.

F. Zooz Account and Information

To use the Module, you will first have to register for a Zooz Account. When you register for a Zooz Account, we will collect basic information, which may include your name, contact details, tax identification number, social security number and date of birth. You are not required to provide all such details, but Zooz may not provide the Services if you decline to provide such information. In addition, you will be required to provide the name and other details of your Application and your business, as reasonably requested by Zooz in its sole discretion. All such information must be correct and accurate. Inaccurate information raises the risk of transaction disputes. You agree to indemnify Zooz from any costs from disputes due to your failure to provide correct or accurate information in connection with your Zooz Account.

We may also ask for additional information at our discretion to help verify your identity and assess your business. For example, we may request to perform a physical inspection at your place of business and to examine your books and records that pertain to your compliance with this Agreement. Your failure to comply with any of these requests within five (5) days may result in suspension or termination of your Zooz Account. You authorize us to retrieve additional information about you from third parties and other identification services. Zooz may use your information to apply for Payment Method accounts on your behalf.

After we have collected and verified all your information, Zooz will review your account and determine if you are eligible to use the Module. Any determination of whether you are eligible to use the Module or open a Zooz Account shall be at the sole discretion of Zooz. We will notify you once your account has been either approved or deemed ineligible for use of the Module. Zooz may also share your information with our payment processors, each of

which may also make a determination regarding your eligibility.

By accepting the terms of this Agreement, you are providing us with authorization to retrieve information about you by using third parties, including credit bureaus. Zooz may periodically request further information to determine whether you continue to meet eligibility requirements for a Zooz Account. You agree that Zooz is permitted to contact and share all information about you and your application (including whether you are approved or declined), and your Zooz Account with the payment processor.

If you are a resident or citizen of specified jurisdictions, Zooz may in its sole discretion impose additional requirements on you as necessary or recommended to comply with regulatory, tax or other requirements of such jurisdictions. Zooz shall communicate such requirements to you when you apply for a Zooz Account or anytime thereafter.

G. Fees

You agree to pay all Fees. Fees will be calculated pursuant to the Fee Schedule made available to you through the Zooz website. We reserve the right to revise our Fees at any time, subject to a thirty (30) day notice period to you. You acknowledge that you are also responsible for any penalties or fines imposed on Zooz or directly to you by any Payment Method or financial institution as a result of your activities. Your failure to fully pay amounts that you owe us on demand will be a breach of this Agreement. We may require a personal guaranty from a principal of a business for funds owed under this Agreement.

H. Payments

You will provide all purchasers with a valid invoice.

You agree that you will honor all eligible Payment Methods presented for payment by your customers for your goods and services in accordance with the applicable Payment Method Rules, this Agreement and any guidelines that we may provide you from time to time. You agree that you will obtain an authorization from the Payment Method for each card transaction, as required under the applicable Payment Method Rules, and will not submit a transaction for settlement where there is a negative authorization or the card is otherwise expired. You acknowledge that the existence of an affirmative authorization from us or the Payment Methods does not mean that a particular card transaction will not be subject to Chargeback, Reversal or

Claim at a later date.

Zooz will only process card transactions that have been authorized by the applicable Payment Method. You are solely responsible for verifying the identity of users and of the eligibility of Payment Method used to purchase your products and services, and Zooz does not guarantee or assume any liability for transactions authorized and completed which may later be subject to Reversal or Chargeback. You are solely responsible for all transactions subject to Reversal or Chargeback, regardless of the reason for, or timing of, the Reversal or Chargeback. You must ensure that you provide the correct information regarding the Payment Method, as well as correct information or tokens regarding the identification of any user, and you will bear all liability for any incorrect information, identification or tokens that you provide.

You authorize us to hold, receive, and disburse funds on your behalf when such funds settle from transactions. You further authorize Zooz to instruct the applicable payment processor in the manner of how your transaction settlement funds should be disbursed to you and the timing of such disbursements. You also authorize Zooz or its agents to hold settlement funds in a deposit account pending disbursement of the funds to you in accordance with the terms of this contract. You agree you are not entitled to any interest or other compensation associated with the settlement funds held in the deposit account pending settlement, that you have no right to direct that deposit account, and that you may not assign any interest in the deposit account. From time to time, we may make available to you information in the Zooz Account regarding anticipated settlement amounts that we have received on your behalf from Payment Methods and which are being held by us pending settlement. This settlement information does not constitute a deposit or other obligation of Zooz or its agents to you, and is for reporting and informational purposes only, and you are not entitled to, and have no ownership or other rights in settlement funds, until such funds are credited to your designated bank settlement account.

The Module may include software to help you manage recurring and subscription billing charges for your products and services. It is your responsibility to obtain your customers' consent to be billed on a recurring basis in compliance with applicable legal requirements and Payment Method Rules.

We will pay out funds settling from the Payment Methods to your designated bank settlement account ("**Bank Account**") in the amounts actually received, less our Fees, for transactions processed through the Module. You are responsible for the accuracy and correctness of information regarding your

Bank Account. Funds for any given transaction will not be transferred to your Bank Account until the transaction is deemed complete. Transactions will be deemed complete when we have received funds settling from the Payment Methods and when we or our processing financial institutions have accepted such funds. The actual timing of the transfers to your Bank Account of the settling funds will be subject to the “**Payout Schedule**”, the terms of which will be made available to you when you login to our website using your Zooz Account. We are not responsible for any action taken by the institution holding your Bank Account that may result in some or all of the funds not being credited to your Bank Account or not being made available to you in your Bank Account. You can contact Zooz to inquire about changing the timing of your Payout Schedule. Zooz may change your Payout Schedule at any time.

After each payout of settlement funds to your Bank Account, we will update information in your Zooz Account to reflect settlement. Information regarding your transactions processed and settled with the Services (“**Transaction History**”) will be available to you when you login to our website using your Zooz Account. We provide a minimum of one year of Transaction History on our website. Except as required by law, you are solely responsible for compiling and retaining permanent records of your Zooz Account and Transaction History.

Except as required by law, you are responsible for reconciling your Transaction History with actual transactions. You agree to notify us of any discrepancies arising from such reconciliation and verification. Your failure to notify us of an error or discrepancy in your Transaction History within sixty (60) days of when it first appears on your Transaction History will be deemed a waiver of any right to amounts owed to you in connection with any such error or discrepancy in processing transactions.

I. Refunds

You agree to submit any and all refunds and adjustments for returns of products and services through the Module to the applicable Payment Method in accordance with the terms of this Agreement and applicable Payment Method Rules.

Full refunds must be for the exact dollar amount of the original transaction including tax, handling charges, postage costs, and other amounts. Refunds processed through the Module must be submitted within sixty (60) days of the original transaction but in all cases, within three (3) days of approving the refund.

J. Chargebacks, Reversals and Claims

You are responsible for all Chargebacks, Reversals, and Claims (and all related fines, fees and penalties) arising out of or relating to your use of the Module, this Agreement or your breach thereof. For all Chargebacks, Reversals, and Claims, Zooz will deduct the applicable amount from (i) settlement funds owed to you from processing of other card transactions, or (ii) funds in any Reserve Account. If these funds are not sufficient, you authorize Zooz to debit your Bank Account in the amount necessary. In the event Zooz cannot access your Bank Account, you agree to pay all funds owed to Zooz upon demand. The foregoing shall also apply to payment by you of all Fees and refunds. You agree to pay all costs and expenses, including without limitation attorneys' fees and other legal expenses, incurred by or on behalf of us in connection with the collection of any amounts unpaid by you.

If Zooz or its agents reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you under this Agreement until such time that: (a) a Chargeback is assessed due to a customer's complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the customer may dispute that the transaction has expired; or (c) we determine that a Chargeback on the transaction will not occur.

At any point, Zooz and its agents may determine that you are incurring excessive Chargebacks. Such determination will be made by Zooz or its agents in their sole discretion. Excessive Chargebacks may result in additional fees, penalties, or fines, as determined by Zooz. Excessive Chargebacks may also result in additional controls and restrictions to your use of the Module, including without limitation, (i) changes to the terms of your Reserve Account, (ii) increases to your applicable Fees, (iii) delays in your Payout Schedule, or (iv) the possible suspension or termination of your Zooz Account and your use of the Module. The Payment Method may also place additional controls or restrictions as part of their own monitoring programs for merchants with excessive Chargebacks.

You agree to provide us with the necessary information, in a timely manner and at your expense, to investigate or help resolve any contested Chargeback. We reserve the right, upon notice to you, to charge a fee for mediating or investigating Chargeback disputes.

Zooz may impose a Reversal because (a) the transaction is invalidated by the card issuer, (b) the settlement funds were sent to you in error, (c) the sender

of the payment did not have authorization to send the payment, (d) you received the payment for activities that violated this Agreement or any other Zooz agreement, or (e) Zooz decided a Claim against you.

Zooz will have the final decision-making authority with respect to Claims, including without limitation claims for refunds for purchased goods or services. You will be required to reimburse Zooz for your liability in respect of any Claim. Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back). You will not receive a refund of any fees paid to Zooz.

K. Reserve Account

Zooz, in its sole discretion, will set the terms of your Reserve Account and notify you of such terms, which may require that a certain amount (including the full amount) of the funds received in respect of any transaction be held for a period of time or that any additional amounts are held in Reserve Account. Zooz, in its sole discretion, may elect to change the terms of the Reserve Account at any time for any reason based on your payment processing history or as requested by our payment processors. Zooz may fund the Reserve Account by means of: (i) any funds payouts made or due to you for card transactions submitted to the service, or, or (ii) amounts available in your Bank Account by means of a debit to that Bank Account, or (iv) other sources of funds associated with your Zooz Account; or (iv) requesting that you provide funds to Zooz for deposit to the Reserve Account.

You grant us a lien and security interest in the Reserve Account, as well as in all Payment Method transactions (including future Payment Method transactions), any rights to receive credits or payments under this Agreement. You will execute, deliver, and pay the fees for any documents we request to create, perfect, maintain and enforce this security interest.

L. Taxes

It is your responsibility to determine what, if any, taxes apply to the sale of your goods and services and/or the payments you receive in connection with your use of the Module. It is solely your responsibility to assess, collect, report, or remit the correct tax to the proper tax authority. We are not obligated to, nor will we determine whether taxes apply, or calculate, collect, report, or remit any taxes to any tax authority arising from any transaction. Zooz will make reports to tax and regulatory authorities regarding transactions as required by law.

M. Support

We will provide you with support to resolve issues relating to your Zooz Account, your card payment processing and use of the Module according to our standard support terms which may be revised by us from time to time in our sole discretion. You, and you solely, are responsible for providing service to your customers for any and all issues related to your products and services, including but not limited to issues arising from the processing of customers' cards through the Module. Under all circumstances you shall remain the sole contact for your customers in respect of support.

N. Termination

The Agreement is effective upon the date you agree to it (including by electronically indicating acceptance) and continues so long as you use the Module or until terminated by Zooz.

You may terminate this Agreement by closing your Zooz Account. We may terminate this Agreement and close your Zooz Account at any time for any reason effective upon providing you with notice. We may suspend your Zooz Account and your access to the Module and any funds in your Zooz Account, or terminate this Agreement, if (i) we determine in our sole discretion that you are ineligible for the Module because of the risk associated with your Zooz Account, including without limitation credit or fraud risk; (ii) you do not comply with any of the provisions of this Agreement, (iii) upon request of a Payment Method; or (iv) as otherwise set forth herein.

Upon suspension or termination of your Zooz Account, we will immediately discontinue your access to the Module. You agree to complete all pending transactions, immediately remove all trademarks and logos for Zooz and Payment Methods you accept through Zooz, and stop accepting new transactions through the Module. You will not be refunded the remainder of any fees that you have paid for the Module if your access to or use of the Module is terminated or suspended. Any funds in our custody will be paid out to you subject to the terms of your Payout Schedule. Upon termination, Zooz reserves the right delete all of your information and account data stored on our servers

Termination does not relieve you of your obligations as defined in this Agreement and Zooz may elect to continue to hold any funds deemed necessary pending resolution of any other terms or obligations defined in this Agreement.

Sections C (Intellectual Property), D (Representations and Warranties), E (Restrictions and Requirements), H (Payments), L (Taxes) O (Security and Privacy), P (Customer Information), Q (Confidentiality), R (Warranty Disclaimer), S (Indemnity) and T (Limitation of Liability) shall survive the termination or expiration of this Agreement for any reason.

O. Security and Privacy

You agree to comply with all applicable state and federal laws and rules in connection with your collection, security and dissemination of any personal, financial, Payment Method, or transaction information. To the extent you store or transmit any user, financial or transactional data, you agree to use only high industry-standard secure methods for such storage or transmission. You shall provide Zooz with all detail about your security methods at our first request. You shall not undermine, or assist any third party to undermine, any of Zooz's security systems.

You shall immediately inform Zooz in detail if you know of (or have any reason to know of) and breach of security with respect to any user, financial or transactional data. Zooz may terminate or suspend this Agreement or your use of the Module at any time if it believes that you do not comply with industry-standard security requirements. If we believe that a security breach or compromise of data has occurred, Zooz may require you to have a third party auditor that is approved by Zooz conduct a security audit of your systems and facilities and issue a report to be provided to Zooz, financial banks, and the Payment Method.

Zooz maintains commercially reasonable procedures to protect all the personal information regarding you and your customers that is stored in our servers from unauthorized access and accidental loss or modification. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use such personal information for improper purposes. You acknowledge that you provide this personal information regarding you and your customers at your own risk. We recommend you review our Privacy Policy, which will help you understand how we collect, use and safeguard the information you provide to us.

If you receive information about others through the use of the Module, you must keep such information confidential and only use it in connection with the Module. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you receive the express consent of the user to do so. You may not disclose card numbers to any third party, other than in connection with processing a card transaction

requested by the buyer customer.

P. Customer Information

Zooz receives certain information regarding your customers when they use the Module, which may include without limitation their name, e-mail address, payment information (such as credit card or debit card numbers), telephone number, other contact information and certain information regarding customers' transactions. Zooz may also collect certain information regarding your customer's mobile or electronic devices. All of the foregoing shall be referred to herein as "**Customer Information**". Zooz will make use of the Customer Information as set forth below. It is your responsibility to ensure that your customers affirmatively consent, as required by applicable law, to a clear and conspicuous privacy policy that permits Zooz to make use of Customer Information as described herein. You shall fully indemnify Zooz without limitation for your failure to obtain your customer's affirmative consent to such use of Customer Information. You shall provide Zooz, promptly upon Zooz's first request, with proof that you obtain your customer's affirmative consent as required herein. Zooz may terminate or suspend this Agreement without notice if Zooz is not satisfied that you have fulfilled these requirements according to the highest industry standards or as required by law or regulation.

Zooz will provide Customer Information to credit card companies (and other companies providing payment methods) for the billing of goods and services and the processing of payments. Zooz will provide the last four digits of customers' credit card and debit card numbers (or similar information in respect of other payment processing methods) to third party vendors for the identification of transactions and refunds. Except as set forth herein, Zooz shall not transfer customers' payment information to any third party.

Zooz may use Customer Information for its internal purposes, such as to send notices about transactions, to develop and improve the features, contents, and services available via the Module, to verify the identity of any customer, to maintain reasonable security and for fraud prevention, to provide developers with information that is useful in developing new features and services, to potentially vary advertising based on user preference, usage preferences and demographics, to respond to customer inquiries about the Module, to offer customers products or services that may be of interest, to carry out transactions which customers have requested, and to enforce our rights and resolve disputes. Zooz may use non-personally identifying information that it collects to provide statistical information about users of the Module and Applications, to improve the quality, design and content of

the Module and Applications, to analyze the use of the Module and Application and to cooperate with law enforcement. Zooz may share aggregated or anonymous data with third parties for any use whatsoever.

In the event that Zooz goes through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets, Customer Information will likely be among the assets transferred.

Q. Confidentiality

You shall hold in confidence and not disclose or use (except as required for your performance under this Agreement), and information that Zooz may provide to you regarding its business or technology (“**Zooz Confidential Information**”). For the avoidance of doubt, all financial terms of the arrangement between you and Zooz (such as your Fee schedule and terms of your Reserve Account) are the Confidential Information of Zooz. You shall not disclose Zooz Confidential Information to any third party, except for your employees who have a need to know such information for the purposes of this Agreement and who are bound by non-disclosure and non-use agreements no less restrictive than those set forth herein.

R. Warranty Disclaimer

THE MODULE AND ALL ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. USE OF THE SERVICE IS AT YOUR OWN RISK. NEITHER ZOOZ NOR ANY PAYMENT PROCESSOR HAS ANY CONTROL OVER THE PRODUCTS OR SERVICES THAT ARE PAID FOR WITH THE MODULE, AND NEITHER ZOOZ NOR ANY PAYMENT PROCESSOR CAN ENSURE THAT YOUR CUSTOMERS WILL COMPLETE A TRANSACTION OR IS AUTHORIZED TO DO SO. NEITHER ZOOZ NOR ANY PAYMENT PROCESSOR ENDORSES ANY PRODUCT OR SERVICE.

WITHOUT LIMITING THE FOREGOING, ZOOZ DOES NOT WARRANT THAT THE SERVICES PROVIDED THROUGH THE MODULE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT THEY WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. ZOOZ MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE LENGTH OF TIME NECESSARY TO PROCESS ANY TRANSACTION.

S. Indemnity

Without limiting the foregoing, you agree to defend, indemnify, and hold harmless Zooz, any payment processor, and their respective employees and agents (collectively “**Indemnitees**”) from and against any claim, suit, demand, loss, liability, damage, action or proceeding arising out of or relating to (i) your breach of any provision of this Agreement, including without limitations the provisions hereof regarding data security, (ii) your use of the Module, including without limitation any Reversals, Chargebacks, Claims, fines, Fees, penalties and attorneys’ fees; (iii) your, or your employee’s or agent’s, negligence or willful misconduct; or (iv) third party liabilities we incur as a direct or indirect result of your acts or omissions (including liability towards any Payment Method).

T. Limitation of Liability

IN NO EVENT SHALL ZOOZ BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE.

ZOOZ’S CUMULATIVE LIABILITY TO YOU SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES PAID BY YOU TO ZOOZ DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

THIS LIMITATION OF LIABILITY SECTION APPLIES REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, INCLUDING WITHOUT LIMITATION CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER BASIS, AND EVEN IF ZOOZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

U. General

This Agreement is governed by the laws of the State of Israel (without regard to its choice of law provisions). All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The exclusive venue for any

actions or claims arising under or related to this Agreement shall be in Tel-Aviv, Israel. The language of such arbitration shall be English. Notwithstanding the foregoing, either party may seek in any competent jurisdiction an injunction or other equitable relief to prevent a breach or threatened breach of any provision hereof. Zooz's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent, but may be assigned by us without consent or other restriction. Assignments in violation of the foregoing shall be void. Subject to the foregoing, this agreement binds you and your respective heirs, representatives, successors and assigns.

No party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this section will affect or excuse your liabilities and obligations for payments of amounts due, including without limitation for Reversals, Chargebacks, Claims, fines, Fees, refunds or unfulfilled products and services.

These terms and conditions, all amendments thereto, and all policies and procedures that are incorporated herein by reference constitute the entire agreement between you and Zooz with respect to the Service. If any provision of this Agreement (or portion thereof) is held to be invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.