



TERMS OF SERVICE

Last updated: June 22, 2022

These TERMS OF SERVICE, as well as the PRIVACY POLICY (hereinafter referred to as the “**Terms**”) form an agreement between you (a person who has reached the age of 18) and each of:

- GTM EXCHANGE LTD is registered under No. HE 348749 in accordance with the laws of the Republic of Cyprus, with registered address: Parodos Acheritou, 1, Erimi 4630, Limassol, Cyprus.
- FLEX EXCHANGE SOLUTION UAB is registered under No. 305965171, in accordance with the laws of Lithuania, with registered address: Laisvės pr. 60, Vilnius 05103, Lithuania

and regulate the legal relationship between you, access to the <https://sharpay.net/> website (hereinafter referred to as “Website”), as well as use and access to the SharPay Services. By accessing the Services and/or the Website, you agree to be bound by these Terms. If you are the legal and authorized representative of a legal entity, you agree to these Terms on behalf of that legal entity.

1. Definitions

When capitalized initial letters are used in these Terms, in addition to the terms defined elsewhere in these Terms, the following terms have the following meanings:

Account: means an account created by you to access and use the SharPay Services. You can have no more than one Account.

Applicable Data Protection Law: means all laws and regulations, including laws and regulations of the European Union, the European Economic Area, and their member states, the Republic of Cyprus, Lithuania, applicable to the processing of personal data in accordance with these Terms.

Walletto: means the electronic money institution Walletto UAB, licensed by the Bank of Lithuania, which provides you with payment card issuance services.

Personal data: This is any information relating to a “data subject”, that is, an identified or identifiable natural person as defined in Article 4 of the General Data Protection Regulation.

Tariffs: means the tariff plan that you accept as part of receiving the Services.

Services: means services for the provision of a technical interface to access Walletto payment services and related products and services, including technical support and/or any new services or functions that We may introduce as a Service to which you may subscribe, as well as any Updates to the Service, both individually and collectively, and any software you may use.

2. Services

2.1. GTM EXCHANGE LTD provides payment services as SharPay™. Visa Prepaid cards issuing services provided by WALLETO UAB (Vilnius). Walletto UAB is an e-money institution licensed by the Bank of Lithuania.



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2.2. FLEX EXCHANGE SOLUTION UAB provides cryptocurrency exchange services as well as crypto wallet and custodian services.

3. Rights to use the Services

3.1. Subject to your compliance with these Terms, We grant you a limited, non-exclusive, non-transferable, and revocable right to access and use the Services you subscribe to for your own business purposes.

4. Your responsibilities

4.1. Registration data. You agree to provide us with up-to-date, complete, and accurate information and documents as required by the verification process. You agree not to distort any of the above information and data about yourself, as well as periodically update your data to ensure that it is up-to-date, complete, and accurate. You also authorize us to verify your registration data required for your use of the Services.

4.2. Actions with the Account (Personal Account). You are solely responsible for:

- a) your access to and use of the Services in accordance with these Terms;
- b) maintaining the confidentiality of your unique Account login information (Personal Account), credentials, and passwords associated with your Account, as well as the privacy and security of your Account;
- c) ensuring that your receipt of the Services complies with applicable laws and regulations in your country of stay/residence;
- d) the lawful origin of funds owed to you in connection with transactions processed through our payment gateway and/or Walletto that you use in connection with the Services;
- e) all activities that occur with your Account.

Consent. You agree to use the Services in accordance with these Terms (including any additions, applications, and specifications). Also, you agree to restrict the use of the Services for any third party or otherwise use, including for commercial purposes or provide the Services to third parties, other than to achieve your internal business purposes, as expressly permitted by these Terms; modify, adapt our software, or otherwise attempt to gain or gain unauthorized access to the Services or related systems or networks, or in any way compromise the security of the Services; use the Services in any way that interferes with or violates the integrity or performance of the Services and their components; not use or not authorize the use of any software, equipment, applications, or processes that interfere with the provision of the Services, the operation of servers, systems, or networks connected to SharPay, or disrupt their operation, or violate other rules; attempt to access the Accounts, servers, systems, or networks of our other customers without permission; attempt to decrypt, decompile, reconstruct, disassemble, reproduce, or copy or otherwise access, discover, or attempt to obtain the source code or base program of any software that composes the Services; use the Services in any unlawful manner, including but not limited to violating any person's privacy rights; use the Services to send unsolicited messages, unsolicited mail, spam; remove or modify any trademarks, trade names, service marks, service names, logos, or brands, as well as copyright or other rights notices, add any other designations or notices to the Services; use the Services to knowingly publish, transmit, download, reference, send, or store any viruses, malware. Besides, you and your affiliates must not access or use the Services or the Website to



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evaluate their functionality or performance for competitive purposes, including the development of any similar applications, products, or services. Also, at our sole discretion, any suspicion of a violation of any provision of these Terms, suspicion of fraudulent or illegal activity on your part, may cause a denial of service from SharPay.

SharPay is not responsible for any damage or loss that may result from your failure to protect your login information, including passwords. You agree to promptly notify us of any unauthorized access or use of your Account. We have the right to suspend or terminate the provision of the Services without notice to you if We reasonably suspect any unauthorized activity and you agree to cooperate with us in any investigation of suspected or actual unauthorized activity. If your Account is blocked and the violation remains unresolved for more than 5 (five) business days, We have the right to refuse to serve you.

4.3. Subject to your compliance with these Terms, We grant you a limited, non-exclusive, non-transferable, and revocable right to access and use the Services you subscribe to for your own business purposes.

5. Changes to the Website and Services

5.1. Website. We have the right, but not the obligation, to change the content on our Website at any time. We may terminate the work of our Website or change any part of it that does not affect the Services without notice to you.

5.2. Services. We may update all or any part of the Services from time to time, including to improve them or to comply with any legal or regulatory requirements or to accommodate changes to our policies, and you may be notified if the updates are essential in SharPay's opinion. Unless otherwise stated, such updates are governed by these Terms, and We reserve the right to implement such updates at any time. If you do not agree to the update, your only remedy will be to terminate your use of the Services in a manner consistent with these Terms. Any use of the Services after the update will constitute your unconditional acceptance of the update.

6. Intellectual property rights

Ownership. All exclusive rights in all of our software products, trademarks, domain names, know-how, and other intellectual property in relation to the Services, including any content posted on the Website and any part of it, belong to the Company and/or Walletto.

7. Third party and third-party content

7.1. Walletto. The third Party Walletto is involved in the provision of the Services by providing its services and/or services as part of the Services. We have entered into an appropriate agreement with Walletto to provide their products and/or services that are integrated with the Services or are an integral part of them.



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7.2. Third-party content. The Services and Website contain links to websites, resources and/or other content provided by third parties. You agree that We are not responsible for the quality, performance, reliability, or security of any such third-party content and that We are not responsible for any damages arising from your access to any third-party content. You acknowledge and agree that each third-party content is subject to the Terms and Privacy Policy of the respective third-party provider and that We have no control over such services or third-party content. In this regard, you agree to address any comments, requests, complaints, or feedback regarding third-party content to the third party providing such content.

8. Charges

Fee. You will be charged a fee depending on the tariff plan and/or specification that you have chosen as the Services.

9. Duration, termination, and suspension of the Services

9.1. Termination by you. You may waive the Services at any time by submitting a request to support@sharpay.com and stopping any use of the Services.

9.2. Suspension and termination by the Company. In the event of any actual or perceived violation by you of these Terms, We may immediately suspend the provision of some or all of the Services. We may terminate these Terms if you have breached any of these Terms.

10. PCI DSS Compliance

We agree to maintain compliance with the Payment Card Industry Data Security Standard (“**PCI DSS**”). We will comply with all applicable PCI DSS requirements insofar as We own or otherwise store, process, or transmit cardholder data, which is information associated with a payment card, such as account number, expiration date, and CVV2 (“**Cardholder data**”), on your behalf. Within the limits of liability set forth elsewhere in these Terms, We are only responsible for the security of your data and/or cardholder data to the extent that We have such data. Except as specified in the previous sentence, you are solely responsible for cardholder data until We own or otherwise store, process, or transmit cardholder data on your behalf.

11. Privacy

11.1. Access, disclosure, and use of Confidential Information, as well as any other rights and obligations in relation to such information, are governed exclusively by these Terms.

12. Disclaimer of warranty



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OUR SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DO NOT WARRANT THAT OUR SERVICES OR PART OF THEM OR THEIR USE WILL BE ERROR-FREE, SAFE, MEET YOUR QUALITY AND PERFORMANCE REQUIREMENTS. YOU UNDERSTAND THAT WHEN USING OUR SERVICES, SENSITIVE INFORMATION WILL BE TRANSMITTED THROUGH THIRD PARTIES INFRASTRUCTURES. WE MAKE NO WARRANTY REGARDING THE SAFETY OF SUCH THIRD PARTY INFRASTRUCTURES.

13. Restriction of access to the Services

We do not serve individuals (citizens, residents, corporate clients) whose activities are directly or indirectly related to the following territories: Afghanistan; Angola; Burundi; Central African Republic; The Democratic Republic of Congo; Cote D’Ivoire; Crimea; Cuba; Eritrea; Gaza Strip; Guinea Bissau; The Islamic Republic of Iran; Iraq; Lebanon; Liberia; Libya; Mali; Myanmar; North Korea; Sierra Leone; Somalia; South Sudan; Sudan; Syria; Venezuela; West Bank (Occupied Palestinian Territory); Yemen; Zimbabwe.

14. Communication

We may contact you directly by email at the email address associated with your Account, or during the provision of the Services (for example, via pop-ups), through our blog or our Website, or by phone, for questions including, but not limited to the following:

- a) regarding your system updates or other issues related to your Account;
- b) as part of the execution of our Privacy Policy;
- c) if you are in breach of these Terms;
- d) if a particular activity or purpose is prohibited in relation to the Services, for you to immediately cease using the Services for such prohibited activity or purpose; or
- e) if your actions cause an excessive load on our infrastructure.

15. Entire Terms and amendments

These Terms, including any attachments, constitute the entire agreement and supersede all prior written or oral agreements between the Parties. In the event of a conflict between any application and these Terms, the corresponding application shall prevail. We may change these Terms from time to time by posting an up-to-date version on our Website. Please check these Terms periodically for changes. If the amendment significantly affects your rights, we will notify you (for example, by sending a message to the email address associated with your account, or by posting it on the Website, or in the form of notice). We regard your continued use of the Services after the effective date of any such version of the Terms as your unconditional acceptance of such Terms.

16. Novation

The Company may transfer all or any part of its rights and/or obligations under these Terms, in whole or in



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part, to any of the other companies in the group, or in connection with any acquisition, consolidation, merger, reorganization, transfer of assets or by operation of law without your consent and prior notice. We may subcontract our obligations under this Agreement, provided that We are always responsible for the work of the subcontractor. You cannot assign or transfer any part of your rights/obligations under these Terms or delegate your responsibilities under these Terms.

17. Applicable law

The services related to GTM EXCHANGE LTD are governed by the applicable laws of the Republic of Cyprus. The respective courts of the Republic of Cyprus have exclusive jurisdiction over any dispute.

The services related to FLEX EXCHANGE SOLUTION UAB are governed by the applicable laws of Lithuania. The respective courts of the Lithuania have exclusive jurisdiction over any dispute.

18. Force majeure and other events

We will use commercially reasonable efforts to keep our Services running twenty-four (24) hours a day and seven (7) days a week, however, We will not be liable for any non-compliance with the Services caused by (i) any circumstances beyond our reasonable control, including epidemics, quarantine events, natural disasters, government acts, floods, fires, earthquakes, civil unrest, terrorist attacks, strikes or other personnel problems, technical failures (including failures in telecommunications, the Internet, ISP, or hosting facilities), power outages, or actions taken by third parties, including but not limited to denials of service; (ii) limited functionality, availability, or failure of the payment gateway; (iii) your use of the Services in an unauthorized, improper, or illegal manner; or for any misuse of the Services due to your fault; or any violation of these Terms. You acknowledge that despite our efforts, the services or any features within the Services may from time to time be accompanied by technical or other problems and may not continue to operate uninterrupted. We are not responsible for any such problems, interruptions, or any ongoing liabilities or any functionality, or damage arising out of this.

19. Notices

All notices that We provide to you in accordance with these Terms can be delivered in writing by courier or mail to the mailing address you specified when registering on the Website, or by email to your specified email address. You may opt out of receiving emails from us by clicking on the “unsubscribe” link in the emails, or, if no such links are available, by contacting us at support@sharpay.net.