



TERMS OF SERVICE

Last updated: December 29, 2025

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) or a duly established legal entity (hereinafter referred to as the “**Client**” or “**You**”) and

FLEX EXCHANGE SOLUTION UAB, registered under No. **305965171** in accordance with the laws of the Republic of Lithuania, with its registered address at **Vilnius, A. Goštauto g. 8-224** (hereinafter referred to as the “**Service Provider**”, “**Provider**”, “**Platform Operator**” or “**We**”),

and regulate the legal relationship between you, access to the <https://sharpay.net/> website (hereinafter referred to as the “**Website**”), as well as use of and access to the Platform and Services.

By accessing the Website and/or using the Services, you agree to be bound by these Terms. If you are the legal and authorized representative of a legal entity, you confirm that you accept these Terms on behalf of that legal entity.

1. Definitions

When capitalized initial letters are used in these Terms, the following definitions apply:

Account – means an account created by you to access and use the SharPay Platform. You may have no more than one Account.

Applicable Data Protection Law – means all laws and regulations applicable to the processing of personal data, including laws and regulations of the European Union, the European Economic Area, and the Republic of Lithuania.

Personal Data – any information relating to an identified or identifiable natural person as defined in Article 4 of the General Data Protection Regulation (GDPR).

SharPay – a trademark used by the Provider to operate and maintain the Platform.

System – SharPay’s electronic system and technical infrastructure used to provide access to third-party services via remote communication or the Internet.

Services – means the provision of access to the Website, the SharPay System, and related technical, informational, and support functionalities, as well as facilitation of access to services provided by Third Parties. The Services do not include payment services, electronic money services, crypto-asset services, custody services, or any other regulated financial services.

Third Parties – legal entities, including Walleto UAB, that provide financial, payment, or other services to Clients under separate agreements. Such Third Parties are not part of the Provider and are introduced via the Platform.

Walleto – **UAB Walleto**, an Electronic Money Institution licensed under Licence No. 33, company code 304686884, registered at Žalgirio g. 92-222, LT-09303 Vilnius, Lithuania.

2. Services



2.1. Role of the Provider

The Provider acts solely as a technical, operational, and informational provider of the SharPay System in order to facilitate User's access to services provided by Walleto and/or Third Parties.

The Provider:

- develops, maintains, and operates the Website and the SharPay System;
- provides Users with technical access to functionalities that enable interaction with Third Parties;
- facilitates communication and technical integration between Users and Third Parties through the System.

The Provider **does not provide payment services, electronic money services, crypto-asset services, custody services, exchange services, or any other regulated financial services.**

For the avoidance of doubt, the Provider is not authorised under Regulation (EU) 2023/1114 on Markets in Crypto-assets ("MiCA") and therefore does not provide crypto-asset services. The Provider's role is limited to operating the technical Platform and facilitating access to Third-Party services where available.

2.2. Services provided by Walleto

Payment services made available through the Platform are provided **exclusively by UAB Walleto**, an independent Electronic Money Institution licensed in Lithuania. By using the Platform, Users may obtain access to Walleto's payment services, including, without limitation, IBAN accounts and payment cards, under separate terms and conditions concluded directly between the User and Walleto.

Walleto's applicable terms and conditions for payment services are available at: https://sharpay.net/docs/Terms_and_Conditions_FLEX%20Card%20and%20IBAN.pdf

By accessing Walleto's services through the Platform, the User confirms that they have read, understood, and accepted Walleto's applicable terms and conditions.

The Provider is **not a party** to any payment service agreement between the User and Walleto and does not process, hold, safeguard, or control Users' funds.

2.3. Third-Party Services

The Platform may enable Users to access services provided by Third Parties under separate agreements concluded directly between the User and the relevant Third Party.

Where any functionality related to crypto-assets is displayed or accessible on the Platform, such functionality is provided by Third Parties (where applicable, duly regulated/authorised under the relevant laws, including MiCA or other applicable regimes) and is governed exclusively by the Third Party's own terms, policies and applicable law.

The Provider does not provide, operate, control, execute, safeguard, or assume responsibility for any Third-Party services (including any crypto-asset related services), and is not a party to any agreement between the User and a Third Party. The Provider's role is limited to technical access, system integration and communication tools.

The Provider may, at its discretion, suspend or discontinue technical access to any Third-Party service or functionality via the Platform.

3. Right 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. Account Registration and Use

4.1. You may create **one (1) Account** on the Platform. The Account is a **technical user account** that enables access to the SharPay System and facilitates interaction with Walleto and/or Third Parties.

4.2. 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.

4.3. Actions with the 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 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 the Provider, 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 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 the Provider.

The Provider 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. The Provider has the right to suspend or terminate the provision of the Services without notice to you if the Provider 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, the Provider has the right to refuse to serve you.

5. Changes to the Website and Services

5.1. Website. We have the right, but not the obligation, to change the content on the 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 to SharPay 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 Provider or its affiliates.

7. Third party and third-party content

7.1. The Provider has the right to involve third parties at its discretion in order to properly provide the Service in accordance with these Terms.

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.

The Provider may charge fees for access to, and use of, the Platform's technical Services in accordance with the applicable tariff plan displayed on the Website or communicated to you. Any fees, commissions, or charges related to financial, payment, or crypto-asset services (if any) are determined and charged by the relevant Third Party under the Third Party's terms.

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 the Confidentiality Policy posted on the Website.

12. Disclaimer of warranty

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 or legal entities whose activities are directly or indirectly related to the countries or activities listed on the Website.

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 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 Flex Exchange Solution UAB are governed by the applicable laws of Lithuania. The respective courts of 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.