



END USER LICENSE AGREEMENT

DEFINITIONS

The following defined terms shall have the meanings set forth below:

1. **"EULA"** shall mean this End-User License Agreement.
2. **"Application(s)"** shall mean the computer software programs offered to you over the Internet or Customer's intranet that are accessible by agreeing to this EULA, including any associated media, printed materials, and online or electronic documentation. Your access to the Application(s) and the features available (including the ability to make a payment) will depend on the arrangement between Provider and Customer, as well as your level of authorized access provided by the Customer's program administrator.
3. **"Customer"** shall mean the entity and any of its subsidiaries that entered into agreements with the Financial Institution for the provision of the Application(s) for use by the Customer, as an entity, and by its authorized employees, consultants, and/or other users.
4. **"End User"** shall mean you, individually, as the user of the Application(s), as well as the Customer with which you are associated. Any references in this EULA to "you" or "your" shall mean the End User.
5. **"Financial Institution"** shall mean the entity that has established a relationship with Customer to issue commercial credit cards and provide the Application(s), or portions thereof, licensed under this EULA.
6. **"Information"** shall mean any data, information, statements, or reports provided or displayed by Provider through the Application(s), but excludes any marketing, advertising, or notices displayed by the Customer through the Application(s) or the content of any messages communicated by Customer or End User through the Application(s).
7. **"Intellectual Property"** shall mean, to the extent that any of the following are recognized anywhere in the world, intellectual property and/or proprietary rights, whether registered or unregistered, including without limitation copyrights, patent rights (including without limitation applications for patent protection), publicity rights, trade secret rights, and Trademark rights.
8. **"Payment Institution"** shall mean the entity that holds the payment account as specified by the Customer in a payment authorization.

9. **"Paying Account"** shall mean any account that End User has full authority to make payments against that has been established by End User to fulfill payment requests made through the Application(s) and shall include the account specified by the End User for a payment authorization.
10. **"Provider"** shall mean Virtual Pay International Limited, the Financial Institution, card processor or other entity that has properly authorized and licensed you to access and use the Application(s), and any third-party involved in providing the Application(s), Related Services, and Information.
11. **"Related Services"** shall mean any ancillary services performed by Provider that are necessary for the proper operation of the Application(s), including without limitation routine data or file processing, email notifications, managing returned emails, and processing payment requests.
12. **"Trademark"** shall mean any registered or otherwise protected trademarks, trade names, service marks, and any protections from trademark dilution.

This End-User License Agreement ("EULA") governs the provision and use of the Application(s) and any Related Services and Information provided to you, as such may be authorized by your Financial Institution and as may be modified or enhanced from time to time. To lawfully use the Application(s), the End User is required to read, acknowledge, and agree to the terms and conditions of this EULA by clicking the "I Agree" button. This EULA is a legal agreement between you as the End User and the Provider of the Application(s). This EULA is in addition to any agreements between the Financial Institution and you or Customer, and this EULA shall control as it relates to matters within its scope.

Provider may modify this EULA from time to time, as set forth hereunder. You will be required to agree to the revised EULA to continue using the Application(s). The most recent and governing version of the EULA will be accessible through the Application(s) and can be printed for your review and permanent records

Grant of License. In consideration for the performance of all material obligations under this EULA, Provider hereby grants the End User, and you hereby accept, a nontransferable, nonexclusive, revocable, limited license to access and use the Application(s) in accordance with the terms and conditions set forth in this EULA, in a manner intended for authorized use, and to the extent authorized by Financial Institution and Customer. This license shall become effective upon accepting this EULA and remain valid during the term of this EULA, unless otherwise terminated or revoked as provided

hereunder. Provider hereby reserves and retains all ownership, proprietary, or other rights not expressly granted hereunder.

Termination of License. Unless otherwise agreed to by Provider, the license granted hereunder shall terminate upon the occurrence of any one of the following events: (i) the relationship between the Financial Institution and Customer is terminated for any reason; (ii) this EULA is terminated pursuant to the terms set forth herein; or (iii) you do not agree to modifications to this EULA that Provider, in its sole discretion, determines to be reasonable.

Revocation of License. Provider reserves the right to immediately revoke any license granted hereunder if you attempt to use the Application(s) in an unauthorized manner, in a manner that is not intended by Provider, or in contravention of End User's obligations set forth hereunder.

END USER OBLIGATIONS

Acceptable Use Policy. You are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in unacceptable use of the Application(s), including but not limited to the following activities: (i) creating a false identity or otherwise attempting to mislead any person as to your identity or the origin of any communication transmitted through the Application(s); (ii) using accounts, account numbers, or attempting to authorize transactions through accounts for which you do not have full authority to conduct such activities; (iii) disseminating or transmitting any materials or messages that do not pertain to the intended use of the Application(s) or that contain anything that is obscene, defamatory, harassing, offensive, or malicious; (iv) disseminating or transmitting files, graphics, software, or other material that actually or potentially infringes the Intellectual Property right of any person or entity; (v) exporting, re-exporting, or otherwise transmitting data, information, or software in violation of any applicable export or import law, regulation, or restriction; (vi) interfering with, disrupting, or attempting to gain unauthorized access to information or other accounts hosted on the Application(s); or (vii) attempting copy, modify, or reverse engineer the Application(s) without the express written permission from an authorized representative of Provider; (viii) engaging in any other activity deemed by the Provider to be in conflict with the spirit or intent of this EULA or the intended use of the Application(s). Provider hereby expressly disclaims any and all liability arising from or relating to End User's violation of this Acceptable Use Policy.

End User Account Information. It is solely your responsibility to maintain current and accurate information for your account within the Application(s). If you fail to maintain a current and valid email address, you will not be notified when Information becomes available through the Application(s) and you will not be provided payment confirmations by email. You assume responsibility for all consequences arising from your failure to maintain accurate account information within the Application(s).

Application Access. Provider shall make the Application(s) available over either the Internet or Customer's intranet to allow the End User to electronically and remotely access the Application(s). You shall provide at your own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), and services for you to effectively access the Application(s). You are responsible for upgrading and configuring your internal systems (e.g., network or Intranet settings, Internet routing, fire walls, and Web browsers) to be and remain compatible with and optimize the performance of the Application(s). You acknowledge that the availability and performance of the Application(s) may be subject to interruption or delay due to causes beyond the reasonable control of Provider.

The Application(s) are not the "system of record" for financial information (e.g., balances, transactions, etc.), but rather merely a means to access information. The "system of record" is maintained at the credit card processor.

User Codes : Your access to the Application(s) will be controlled by a username and password (collectively referred to as "User Codes"), as well as the authorization approved by the Customer's program administrator. The User Codes are for your personal use only and you agree not to disclose them to any third party. You are responsible for any damages, losses, costs, or breaches of security incurred or caused by your failure to maintain the confidentiality of your User Codes. You agree to IMMEDIATELY notify both the Provider (using the "Contact Us" link) and your program administrator if you become aware or suspect that your User Codes have been lost, stolen, or compromised in any way, or if you become aware of possible or actual unauthorized use of the Application(s).

Payment Authorization. If you make a payment request through the Application(s) (payment features are not available to all users), you hereby acknowledge and agree, or represent that: (i) you are a legal owner of the Paying Account to be debited upon payment, and you have full authority to authorize such payments; (ii) Provider and the Payment Institution are authorized to debit the Paying Account from time to time in accordance with your specific authorization; (iii) Provider is authorized to maintain

information concerning your Paying Account and to process your payment requests; (iv) you will ensure that the Paying Account information is accurate each time a payment is requested and that there are sufficient funds in the Paying Account to cover such payment request; (v) any payment requests made through the Application(s) may take 3 to 5 business days or longer before the payment is posted to the payee account;

(vi) you are solely responsible for submitting payment requests far enough in advance to ensure timely payment; and (vii) Provider is not liable for any penalties, overdraft charges, insufficient fund charges, or late payment charges resulting from your failure to maintain sufficient funds to cover such payment requests or delays in processing the payment request.

Transmissions across the Internet can fail for various reasons and without warning. A payment request will not be considered transmitted to Provider until you receive an email confirmation of such payment request and/or online payment receipt with a unique tracking number ("Payment Confirmation"). Until you receive a Payment Confirmation, do not assume that Provider has received your payment request. Regardless of whether you receive a Payment Confirmation, your payment request will not be fulfilled if there is an inaccuracy in the Paying Account information provided by you or if there are insufficient funds available in the Paying Account. You will not be notified through the Application(s) about such payment failures and Provider will not be liable for such payment failures, including any associated fees or charges incurred by you.

You may cancel this authorization at any time on written notice to Provider at the following address:

- Virtual Pay : support@virtual-pay.io

Any such notice shall take effect ten (10) business days after receipt by the Provider. You may obtain a sample cancellation form, or more information regarding your cancellation rights, at your Financial Institution or by visiting : <https://virtual-pay.io/>.

You have certain recourse rights if any debit does not comply with this Payment Authorization and the specific authorization for the payment. For example, you have the right to receive reimbursement for any debit made by the Provider that is not authorized or is not consistent with this Payment Authorization and the specific authorization for the payment. To obtain a form for a reimbursement claim, or for more information on your recourse rights, you may contact your Financial Institution or <https://virtual-pay.io/>

The Financial Institution will remain the "originator" of any payment request submitted

through the Application(s) for purposes of complying with all applicable laws and state banking laws, regulations, or rules. Other third parties involved in providing the Application(s) may not be governed by such laws, regulations, or rules and do not assume the responsibilities of the "originator".

ADVERTISING AND LINKS TO OTHER SITES

Advertisements. The Application(s) may contain advertisements or notices posted by Customer. Provider does not endorse, audit, or attest to the accuracy or suitability of such advertisements or notices. Provider hereby disclaims any responsibility or liability arising from or relating to the accuracy or content of such advertisements or notices.

WARRANTIES

Ownership. Provider warrants that it has full title and ownership of the Application(s) or is providing the Application(s) pursuant to valid licenses. Provider further warrants that it has the full power and authority to grant the licenses conveyed by this EULA to End User and that the license granted to the End User and the normal use of the Application(s) will in no way constitute an infringement or other violation of any Intellectual Property of any third party.

Availability. Provider further warrants that it will use commercially reasonable efforts to maintain acceptable availability and performance of the Application(s) and minimize any interruption or degradation of performance of the Application(s); however, you hereby acknowledge that from time to time the Application(s) may be inaccessible, inoperable, or experiencing performance degradation for various reasons, including normal data or file processing, periodic maintenance of or enhancements to the Application(s), operation malfunction, and causes beyond the control of Provider. Provider makes no guarantee of the availability or performance of the Application(s).

Limitations. THE APPLICATION(S), RELATED SERVICES, AND INFORMATION PROVIDED PURSUANT TO THIS EULA ARE PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT AS EXPRESSLY WARRANTED ABOVE, PROVIDER AND ITS RELATED PARTIES HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, USEFULNESS, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, AND USAGE OF TRADE. PROVIDER DOES NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION.

ALLOCATION OF RISK

Limitation of Liability. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, COST OF PROCURING SUBSTITUTE SERVICES, LOST PROFITS, LOSSES, OR OTHER EXPENSES) ARISING IN CONNECTION WITH THE PROVISION OR USE OF THE APPLICATION(S), RELATED SERVICES OR INFORMATION PROVIDED PURSUANT TO THIS EULA, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, OR WHETHER PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES.

WITHOUT LIMITING THE FOREGOING, THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE UNAVAILABILITY OF THE APPLICATION(S), UNAUTHORIZED ACCESS OR PAYMENTS, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR SYSTEM FAILURE. PROVIDER CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR COMPLETELY SECURE ACCESS TO THE APPLICATION(S).

IF YOU ARE DISSATISFIED WITH APPLICATION(S), RELATED SERVICES, OR INFORMATION, OR ANY PORTION THEREOF, YOUR EXCLUSIVE REMEDY SHALL BE TO CEASE USING SUCH PRODUCTS OR SERVICES.

Reliance on Limitations. End User acknowledges that Provider has set its prices and entered into this EULA in reliance upon the limitations and disclaimers of liability, damages, and warranties set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitation and exclusions of liability and disclaimers specified in this EULA will survive and apply even if found to have failed their essential purpose.

PRIVACY & CONFIDENTIALITY OF INFORMATION

Provider will abide any applicable law, rules, or regulations relating to the privacy of non-public, personal information. Provider will also adhere to the Privacy Policy that is published and accessible through the Application(s). The Privacy Policy sets forth the means by which and types of information Provider collects through the use of the Application(s). Provider will take all commercially reasonable actions to ensure that any non-public personal information collected from you or processed on your behalf will remain confidential and secure. Such confidential information shall only be used for the purposes for which it was provided.

In addition, Provider may aggregate statistical data from the information provided through the Application(s), without identifying the End User or the Customer as its source, which may be used by Provider or other third parties to assist in providing better products and services to you. You hereby expressly consent to such use of the information.

Each user session with the Application(s) is secured by encryption technology to protect against the unauthorized interception of information. The Application(s) may generate emails to notify or confirm activities within the Application(s) that are not encrypted; however, highly sensitive information (e.g., account numbers) is "masked" to protect against unauthorized access to such information. You hereby acknowledge that information may be intercepted during transmission to or from the Application(s) and that Provider cannot and does not guarantee that the use of the Application(s) is completely secure. You hereby agree to assume any and all risk associated with the unauthorized access to your information during transmission of such information between the Application(s) and you and after such information has been delivered to you.

Term and Termination. Either party may terminate this EULA without advance notice. Provider may discontinue or change the Application(s), Related Services, Information, or their availability to you, at any time or for any reason, with or without notice. If you breach any of the terms of this EULA, your authorization to access and use the Application(s) will automatically terminate absent.

Governing Law and Jurisdiction. You and Provider agree that all matters arising from or relating to the Provider's provision of the Application(s), Related Services, Information, and your access to and use thereof, shall be governed by the The law of the UK only, shall govern this Agreement and the services sought from <https://virtual-pay.io/>. The Courts of London, UK shall have the exclusive jurisdiction in any dispute and/or complaint and/or the claim regarding the use of www.dpogroup.com and the purchases/orders made on it.

Assignment. The EULA shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. You may not assign the EULA or your rights or obligations hereunder without the prior written permission of Provider. Provider may assign, at its sole discretion, the EULA or any of its rights or obligations hereunder without notice to End User.

Modification. Provider, in its sole discretion, may make reasonable modifications to the terms and conditions of this EULA to address changes or enhancements to the Application(s) or Related Service or to address changes in applicable law. If this EULA is

modified, you will have the opportunity to review the revised EULA and decide whether to agree to the terms. You will be required to agree to the revised EULA to continue using the Application(s). The most recent and governing version of the EULA will be accessible through the Application(s) and can be printed for your review and permanent records. No modification or amendment of any provision of this EULA shall be effective against Provider unless the same is in writing and signed by an authorized official of Provider.

Waiver. A party's failure to exercise any right, power, or remedy under this EULA shall not operate as a waiver of a continuing breach or a similar breach in the future. All rights and remedies provided under this EULA are cumulative and not exclusive of any other rights or remedies which are otherwise available at law or equity.

Severability. If any provision of this EULA is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of the obligations imposed by such provision, but only to the extent that such provision is illegal, unenforceable, or void. The remaining terms and provisions of this EULA shall continue in full force and effect.

Notices. All notifications to Provider pertaining to this EULA or the provision or use of the Application(s) shall be communicated through the "Contact Us" link in the Application(s) with the phrase "EULA LEGAL NOTICE" in the subject line. All notifications to the End User shall be communicated using the email address on record in the Application(s). End User shall be responsible for maintaining accurate email contact information in the Application(s).

Headings. The headings referred to or used in this EULA are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

Survival. To the extent applicable, the provisions of this EULA relating to the following rights or obligations shall survive the termination, cancellation, expiration, and/or rescission of this Agreement: (Ownership of Proprietary Rights), (Advertising and Links to Other Sites), (Warranties), (Allocation of Risk), (Privacy & Confidentiality of Information), and any provision that: (i) expressly states its survival, (ii) is necessary for the enforcement of this EULA, including Governing Law and Jurisdiction, (iii) is necessary to interpret surviving provisions, or (iv) provides for a remedy available under this EULA.

Entire Agreement. This EULA and the Privacy Policy referenced herein represent the complete and exclusive statement of the agreement and understanding between you and Provider regarding your rights to access and use the Application(s) and the provision of

Related Services and Information. This EULA supersedes all prior and contemporaneous agreements and representations regarding such subject matters, including any verbal representations or agreements that may have been reached.

BY CLICKING "I AGREE" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS END-USER LICENSE AGREEMENT AND EXPRESSLY AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL SUCH TERMS AND CONDITIONS, DO NOT ATTEMPT TO ACCESS OR USE THE APPLICATION(S).