Ver. 1.4 – 29/10/2021 – Online Sales

SOLDO SERVICES TERMS OF USE

WELCOME TO SOLDO BUSINESS, AN ONLINE MULTI-USER EXPENSE & FINANCE MANAGEMENT, PAYMENT PROCESSING SOFTWARE AND APPLICATION DESIGNED FOR BUSINESSES (THE "**SOLDO SERVICES**" OR "**SERVICES**"). THESE TERMS OF USE ARE INTENDED TO EXPLAIN OUR OBLIGATIONS AS A SERVICE PROVIDER AND YOUR OBLIGATIONS AS A CUSTOMER. PLEASE READ THEM CAREFULLY.

SERVICES ARE PROVIDED BY SOLDO SOFTWARE LTD ("**SOLDO**" OR "**WE**" OR "**US**") THROUGH AN APPLICATION YOU DOWNLOAD TO YOUR MOBILE DEVICE (THE "**APPLICATION**") AND AT THE WEBSITE https://manage.soldo.com (OR ANY OTHER WEBSITE OPERATED BY SOLDO) (THE "**WEBSITE**" AND, TOGETHER WITH ANY RELATED SOFTWARE, TOOLS AND SERVICES PROVIDED IN CONNECTION WITH THE APPLICATION OR THE WEBSITE, THE "**SOLDO CLIENT**").

SOLDO SERVICES WILL EVOLVE OVER TIME AND SOLDO RESERVES THE RIGHT TO CHANGE THESE TERMS OF USE AT ANY TIME, EFFECTIVE UPON THE POSTING OF MODIFIED TERMS OF USE. WE WILL MAKE EVERY EFFORT TO COMMUNICATE THESE CHANGES TO YOU VIA EMAIL OR NOTIFICATION VIA THE WEBSITE. IT IS YOUR OBLIGATION TO ENSURE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO, THE MOST RECENT TERMS OF USE AVAILABLE ON THE WEBSITE.

BY REGISTERING TO USE THE SOLDO SERVICES YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF USE AND HAVE THE AUTHORITY TO ACT ON BEHALF OF THE LEGAL PERSON USING THE SERVICES. YOU ALSO ARE DEEMED TO HAVE AGREED TO THESE TERMS OF USE ON BEHALF OF ANY USER FOR WHOM YOU USE THE SERVICE.

IF YOU HAVE ANY QUERIES ABOUT THIS SERVICE PLEASE CONTACT OUR CUSTOMER SUPPORT.

1. DEFINITIONS

"API" Application Program Interface, means a set of functions and procedures that allow access to the features or data of the Soldo system from an external application, or other service.

"Application" shall have the meaning set forth in the Introduction.

"Company", "You" or "Your" means the Legal Person who registers to use the Soldo Services with Us by agreeing to these Terms of Use.

"Company's Authorised Signatory" means any individual executing these Terms of Use;

"Controller, process, Processor, Data Subject" as defined in the Data Protection Legislation.

"Customer Care" means Soldo customer services for which You can find contact details in clause 10.

"Data" means any data inputted, imported or transmitted by You or by any User into the Soldo Website and or Application, including, as the case may be, Personal Data.

"**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time in the United Kingdom and European Union including the General Data Protection Regulation

((EU) 2016/679), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) (and, in each case, their UK equivalents following the UK's departure from the European Union), and the UK Data Protection Act 2018.

"**EEA**" means European Economic Area;

"Legal Person" means any association, business corporation, partnership, proprietorship, trust, or individual that has legal standing under English law. The most common examples are, but not limited to, limited companies, sole traders and charities.

"Order Form" means the agreement entered into between You and Us that defines, *inter alia*, the Service Fee and other specific conditions applicable to You for the use of the Soldo Services.

"Personal Data" means PII made available or uploaded into the Services and processed by Soldo in connection with these Terms of Use.

"**Personally Identifiable Information**" or "**PII**" means personal data (as such term is defined in Data Protection Legislation) processed as part of the Services or in connection with these Terms of Use.

"Service Fee" means the fee (excluding any taxes and duties) payable by You for access and use of the Soldo Services in accordance with the Order Form.

"Soldo Business Account" means the electronic money account, and related payment services, held in the name of the Legal Person with Soldo Financial Services Ltd in order to provide financial and payment services according to the SOLDO BUSINESS ACCOUNT AND SOLDO SERVICES TERMS ANDCONDITIONS.

"Soldo Client" means the software product that a User uses to access the Soldo Services and the Soldo Business Account, as set forth in the Introduction. It can be, but is not limited to, in the form of a website or of an application for a computing device, personal computer or mobile device.

"Soldo Company ID" means the eight-digit access code that identifies Your company in these Terms of Use, which You and each User will be provided by Us to secure access to the Soldo Services through the Soldo Client and to be used also in combination with Soldo Password and/or Soldo Passcode.

"Soldo Passcode" means the five-digit access code, which You and each User will set to secure access to the Soldo Services through the Soldo Client and to be used also in combination with Soldo Company ID.

"Soldo Password" means the sequence of characters, which You and each User will set to secure access to the Soldo Services through the Soldo Client and to be used in combination with Soldo Company ID.

"Soldo Services" or "Services" shall have the meaning set forth in the Introduction.

"Super Administrator" means a person that is a representative of the Legal Person for whom has been created and that has been given super administration rights to the Soldo Services according to instructions from the Legal Person or its representatives.

"Terms of Use" means these terms and any amendments to them that We may notify You from time to time.

"Us" or "We" or "Our", or "Soldo" means Soldo Software Ltd, a private limited company organised

under English law, having its principal place of business at 119 Marylebone Road, London, England, NW1 5PU, Registered Number 09233754.

"User" relating to the Soldo Services, means any person that has a relationship with the Legal Person, including but not limited to officers, directors, employees, consultants and that has been registered by the Super Administrator in the Website in order to access the Soldo Services.

"Website" shall have the meaning set forth in the Introduction.

2. USE OF SOLDO BUSINESSSERVICES

2.1 We grant You the right to access and use Soldo Services via the Website or the Application with the User roles available to You according to Your specifications. This right is non- exclusive, non-transferable and limited by and subject to these Terms of Use. You acknowledge and agree that, subject to any applicable written agreement between You and the Users, or any other applicable laws:

- a legal representative of the Legal Person determines who is a User with Super Administrator rights;
- the Super Administrator determines who is a User and controls each User's level of access to the relevant Soldo Service at all times and can revoke or change a User's access, or level of access, at any time and for any reason, in which case such User will cease to be a User or shall have that different level of access, as the casemaybe;
- if there is any dispute between a Super Administrator and a User regarding access to any Soldo Services, the Super Administrator shall decide what access or level of access to the relevant Data or Service such User shall have,if any;
- the Legal Person and its Super Administrators are responsible for all Users' use of the Soldo Services.

3. YOUR OBLIGATIONS

3.1 **Payments obligations.** An invoice for the Service Fee will be issued periodically after You have signed the Order Form. The invoice shall include the Service Fees incurred in the preceding period of use. Soldo will continue invoicing You until these Terms of Use are terminated in accordance with clause 9.

All Soldo invoices can be downloaded from the Website or can be sent to You, or to a billing contact whose details are provided by You, by email. You authorise Soldo Financial Services Ltd to collect automatically on Our behalf any outstanding amount from Your Soldo Business Account (if you have one) on the due date or, in case of failure of collection of the fee by Soldo Financial Services Ltd due to insufficient funds, You must pay or arrange payment of all amounts specified in any invoice by the due date for payment and such amounts shall be paid within 10 days of the invoice date. You are responsible for payment of all taxes and duties in addition to the Service Fee.

3.2 **General obligations.** You and any User shall only use the Soldo Services, the Website and the Application for your own lawful business purposes, in accordance with these Terms of Use and

any notice sent by Soldo or condition posted on the Website.

3.3 **Automated data synchronization between Your Soldo Business Account and Your Soldo Services**. If You have registered also for a Soldo Business Account, automated two-way data synchronization is provided to You free of charge.

3.4 **Access and security.** Soldo Services are designed to offer secure access to information and services. This is achieved by using a combination of security functions that are made available to the User and that must be used in full and every time to achieve the maximum protection.

If a Soldo Business Account is connected to the Soldo Services, then access and security of the former depend on that of the latter.

The security functions of Soldo Services are designed to be used together with other security functions of the devices, e.g. personal computer, mobile terminals, used to access it. It is strongly recommended that each User of the Soldo Services should always protect his/her devices with a password or device passcode as well as make sure his/her device is free from viruses or malwares. Failure to do so could result in reduced security of their Soldo Services and of the connected Soldo Business Account.

The access to Soldo Services through devices that have been modified against the recommendations of the manufacturer, e.g. "Jailbroken" iOS devices or "rooted" Android devices, or that in any other way can reduce or bypass the security functions compromising the security of Your Soldo Service account, is forbidden.

In case of loss of a User device containing the Soldo Client software, the User must immediately contact Customer Care and also use all the facilities available in the Soldo Services to block access from it.

You, and each User of Your Soldo Account, have your own security information, e.g. Soldo Company ID, Soldo Passcode, Soldo Password, that is personal and must not be disclosed to anyone else including friends, family, merchant staff and the Customer Care staff. The Soldo Company ID, Soldo Passcode and Soldo Password must be memorised and kept secret at all times.

You and each User must take all reasonable precautions to prevent fraudulent use of Your Soldo Services.

If You, or a User, know or suspect that the Soldo Passcode is known to an unauthorised person, or if You, or a User, believe that your Soldo Business Account is being accessed without Your consent, then You must tell Us without delay by contacting the Customer Care and You must also use all the facilities available in the Soldo Services to block access to them.

Neither You nor any User shall reverse engineer (or perform any activity with the objective of reverse engineering) Soldo Client and the way Soldo Services technically works including any APIs, technical communication protocol, technical protection measures. As an example, but not limited to, you shall not:

- decompile Soldo Client;

- extract, use, distribute any part of Soldo Client in any form;
- analyse the technical communication protocol used by Soldo Client for providing Soldo Services;
- perform any network packet inspection involving Soldo Client;
- copy and use any part of the technical communication protocol used by Soldo Client;
- investigate, bypass, disclose, publish in any form any technical protection measures used by Soldo Client such as, but not limited to, authentication handshakes, protocol encryption, password authentication, code obfuscation, code signing, that control access to the code, the service or any specific functionality provided by Soldo Client;
- modify, adapt, integrate into other products, translate and re-write into another language or in another manner Soldo Client;
- copy any code into a program You create as a result of reverse engineering on Soldo Client.

You shall not use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that breaches any applicable law.

3.5 **Access conditions to linked services.** By enabling the Soldo Business Account to be linked to Your Soldo Services You confirm that You have read and accepted the Soldo Business Account and Soldo Services Terms and Conditions for the use of those services.

3.6 **Usage limitations.** Use of the Soldo Services may be subject to limitations, including but not limited to number of Users allowed.

4. PRIVACY

4.1 **Your privacy.** Protecting Your, and Your Super Administrator's and Users' privacy is very important to Us. We will process Personal Data in two capacities:

(a) **as Controller.** We will act as a Controller where We make decisions about how the Personal Data is processed. For example, We will act as Controller when We set up Your and Your Account with Us, when We communicate with You about the Services and when We bill for Our Service Fee;

(b) **as Processor.** We will act as Processor on Your behalf where We process Personal Data on Your instructions to provide the Services to You. For example, We will act as Your Processor when We process Your Users' payment transactions through the Services.

4.2 Our Privacy Policy sets out how We process Personal Data as Controller. You can access Our Privacy Policy on Our Website or You can request a copy from Us. You agree to make sure all Your Super Administrators and Users have read and understood Our Privacy Policy before they start using the Services.

4.3 Clauses 5.2 – 5.7 set out Our obligations when We act as Your Processor.

5. PERSONAL DATA PROTECTION

5.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

5.2 The parties acknowledge that:

a) where Soldo processes any Personal Data on the Company's behalf when performing its obligations under these Terms of Use, the Company is the Controller and Soldo is the Processor for the purposes of the Data Protection Legislation;

b) the subject matter, nature, purpose and duration of Soldo's processing of Personal Data as Processor, the categories of Data Subjects and types of Personal Data and is as follows:

(i) subject matter: Personal Data received by Soldo in relation to the Services and / or these Terms of Use;

nature: the receiving, storing, hosting, accessing, using, analysing, transferring, and deleting of Personal Data.

(ii) purpose the supply of the Services.

(iii) duration: the duration of the Services plus a short period afterwards to allow the Personal Data to be returned to the Company or deleted;

(iv) categories of Data Subjects:

- the Company's Super Administrators and Users accessing and/or using the Services; and
- third parties with whom the Company has a commercial or business relationship.

(v) types of Personal Data:

- the Super Administrators' and Users': identification, contact data (name, address, employer, title, position, contact details, username) and financial information (account details and balance payments and transaction information);
- third parties: information needed for bookkeeping or accounting purposes; identification and contact data (name, address, employer title, position, contact details); and/or
- any other Personal Data to be processed under or in connection with the Terms of Use.

c) the Personal Data may be transferred or stored outside the United Kingdom and European Economic Area or the country where the Company, the Super Administrators and the Users are located in order to carry out the Services and Soldo's other obligations under these Terms of Use.

5.3 Without prejudice to the generality of clause 5.1, the Company will ensure that it has all

necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Soldo for the duration and purposes of these Terms of Use so that Soldo may lawfully use, process and transfer the Personal Data in accordance with these Terms of Use.

5.4 Without prejudice to the generality of clause 5.1, Soldo shall, in relation to any Personal Data processed in connection with the performance by Soldo of its obligations under these Terms of Use:

(a) process that Personal Data only on the documented written instructions of the Company unless Soldo is required to do so by the laws of the UK or any member of the European Union or by the laws of the European Union applicable to Soldo and/or the Data Protection Legislation ("**Applicable Laws**"). Where Soldo is relying on Applicable Laws as the basis for processing Personal Data, Soldo shall promptly notify the Company of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Soldo from so notifying the Company on important grounds of public interest;

(b) ensure that all personnel who have access to and/or process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) taking into account the nature of the processing, assist the Company, at the Company's cost, by appropriate technical and organisational measures, insofar as this is possible and taking into account the nature of processing and the information available to Soldo, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(d) at the choice of the Company, deletes or returns all the Personal Data to the Company after the end of the provision of the Services, and deletes existing copies unless Applicable Laws require storage of the Personal Data;

(e) at the cost of the Company, make available to the Company all information necessary to demonstrate compliance with the obligations laid down in this clause 5 and allow for and contribute to audits, including inspections, conducted by the Company or another auditor mandated by the Company. Unless required by the Data Protection Legislation, no audits and/or inspections will be conducted by the Company, or another auditor mandated by the Company, more than once in any twelve (12) month period. The date and time for such audits and/or inspections shall be agreed in writing by the Company and Soldo. In any case they shall be performed during normal business hours and in such a way as to cause minimum disruption, inconvenience or restriction to Soldo; and

(f) immediately inform the Company if, in its opinion, an instruction infringes the Data Protection Legislation.

5.5 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall implement appropriate technical and

organisational measures to ensure a level of security appropriate to the risk for the Personal Data (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

5.6 The Company provides a general authorisation to Soldo to engage further processors of Personal Data under these Terms of Use. Soldo shall inform the Company via the Website of any intended changes concerning the addition or replacement of other processors, thereby giving the Company the opportunity to reasonably object to such changes. If the Company reasonably objects to the addition or replacement of other processors, Soldo, at its option, will either: (i) procure for the Company the right to continue to use the Services (or any part thereof) without the use of the processor to which the Company reasonably objects; (ii) modify the Services so that the use of the Processor to which the Company reasonably objects is not needed; (iii) replace the Services with the same services that do not need to use of the processor to which the Company reasonably objects; or (iv) terminate these Terms of Use immediately by notice in writing to the Company. In any case, Soldo will not refund any prepaid Service Fee and/or any other prepaid fee to the Company. This constitutes the Company's exclusive remedy and Soldo's only liability. Soldo confirms that it has entered or (as the case may be) will enter with the other processors into a written agreement incorporating terms which are substantially similar to those set out in this clause 5 and in either case which Soldo undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. Soldo shall remain fully liable for all acts or omissions of any other processor appointed by it pursuant to this clause 5.6.

5.7 The Company shall ensure that any Personal Data has been collected and disclosed in accordance with the Data Protection Legislation. When using the Services or accessing Soldo systems or any other information held by Soldo, the Company shall ensure that it does not input, upload or disclose to Soldo, or allow any other third party to disclose on its behalf, any irrelevant or excessive information about individuals.

6. INTELLECTUAL PROPERTY

6.1 **Intellectual property.** We reserve all rights not expressly granted to You in these Terms and Conditions, including all rights, title and interest in and to all Our intellectual properties, including, but not limited to, the Services, the Website, relevant content (comprising contact information, videos, text, logos, button icons, images, data compilations, links, other specialized content, documentation, data, and related graphics and other features), trademarks, trade names, logos, copyrightable materials, the "look and feel" of the Website, specifications, methods, procedures, information, know-how, data, technical data, interactive features, source and object code, files, interface and trade secrets, whether or not registered or capable of being registered (collectively, "**Soldo IPs**"). Neither You nor any User shall copy, imitate, modify, alter, amend or use any Soldo IPs without Our prior written consent or display any part of the Soldo IPs in any manner that implies Soldo sponsorship or endorsement. All right, title and interest in and to the Soldo IPR is the property of Soldo and its licensors.

When You provide or post a User's image in connection with the use of the Soldo Services and/or content against Data history in each case for publication, whether on- or off-line, You grant Soldo a non-exclusive, worldwide royalty-free right to use such images/content specifically in connection with the delivery of the Soldo Services to You until such time as these Terms of Use are terminated. We promise that such images/content will not be made available to third parties. You promise that the images/content You provide and its use by Us does not infringe any intellectual property right of a third party.

In addition, You give Your consent to (i) the insertion of the name of the Company in the list of the companies partners or in any way clients of Soldo and (ii) the related use by Soldo of the name of the Company and of the logo which You provided when subscribing the Soldo Services.

6.2 **Data ownership.** Title to, and all intellectual property rights in, the Data remain Your property. However, Your access to the Data, with the exclusion of Personal Data, is contingent on full payment of the Service Fee when due. You grant Soldo a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of services to You.

6.3 **Data backup.** You must maintain/download copies of all Data available into the Soldo Services. Soldo adheres to its best practice policies and procedures to prevent Data loss, including a daily system Data back-up regime, but does not make any guarantees that there will be no loss of Data. To the extent permitted by applicable law, Soldo expressly excludes liability for any loss of Data, no matter how caused.

6.4 **Third-party applications and Your Data.** If You enable third-party applications for use in conjunction with the Soldo Services, You acknowledge that Soldo may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. To the extent permitted by applicable law, Soldo shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

7. WARRANTIES & ACKNOWLEDGMENTS

7.1 **Authority.** You warrant that when You have registered to use Soldo Services on behalf of any User, You have the authority to agree to these Terms of Use on behalf of such User and agree that by registering to use the Service You bind the User on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms of Use, without limiting Your own personal obligations under these Terms of Use.

7.2 **Acknowledgment.** You acknowledge that:

1. You are authorised to use the Services and the Website and to access the information and Data, including any information or Data by any User You have authorised to use the Services. You are also authorised to access the processed information and Data that is made available to You through Your use of the Website and the Services.
2. Soldo has no responsibility to any person other than You and nothing in these Terms of Use confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Website on behalf of or for the benefit of anyone other than yourself (whether

a body corporate or otherwise) You agree that:

i. You are responsible for ensuring that You have the right to do so;
ii. You are responsible for authorising any person who is given access to You information or Data, and You agree that Soldo has no obligation to provide any person access to such information or Data without Your authorisation and may refer any requests for information to You to address; and
iii. You will indemnify Soldo against any claims or loss relating to:
    i. Soldo's refusal to provide any person access to Your information or Data in accordance with these Terms of Use;
    ii. Soldo's making available information or Data to any person with Your authorisation.

3. The provision of, access to, and use of, the Services is on an "as is" basis and at Your own risk.
4. Soldo does not warrant that the use of the Services will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Services, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. Soldo is not in any way responsible for any such interference or prevention of Your access or use of the Services.
5. Soldo is not Your accountant and use of the Services does not constitute the receipt of accounting advice. If You have any accounting questions, please contact an accountant.
6. It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.
7. You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to Your Data via the Application and the Website will comply with laws applicable to You (including any laws requiring You to retain records).

7.3 **No warranties.** Soldo warrants that the intellectual property rights in the Soldo Client are either owned by Soldo or provided under licence to Soldo, and that Soldo is entitled to enable You to use the Services through the Soldo Client. Soldo gives no other warranty about the Services. Without limiting the foregoing, Soldo does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

7.4 **Consumer guarantees.** You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non- business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms of Use.

8. LIMITATION OF LIABILITY

8.1 Except as provided for in clause 8.3, to the maximum extent permitted by law, Soldo excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or the Website.

8.2 We shall not be liable whether in contract, tort (including negligence) or otherwise, for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms of Use.

8.3 If You suffer loss or damage as a result of Soldo's negligence or failure to comply with these Terms of Use, any claim by You against Soldo arising from Soldo's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Service Fee paid by You in the 12 months' period preceding the incident or the first of the series of connected incidents giving rise to the claim.

8.4 If You are not satisfied with the Service, Your sole and exclusive remedy is to terminate these Terms of Use in accordance with Clause 9.

9. TERMINATION

9.1 **No-fault termination.** These Terms of Use will continue for the period covered by the Service Fee paid or payable under clause 3.1. At the end of each billing period these Terms of Use will automatically continue for another period of the same duration as that period, provided that You continue to pay the prescribed Service Fee when due. You or Soldo may terminate these Terms of Use by giving Soldo or You, as the case may be, at least 30 days written notice before the end of the relevant billing period. If You terminate these Terms of Use, You shall be liable to pay the Service Fee on a pro-rata basis for each day of the relevant period up to (and including) the termination date of these Terms of Use.

9.2 **Pre paid Service Fee subscriptions.** Soldo will not provide any refund for any remaining prepaid Service Fee agreed in the relevant Order Form under any circumstances, including if these Terms of Use are terminated under this clause 9.

9.3 **Breach.** If You:

a) breach any of these Terms of Use (including, without limitation, by non-payment of any Service Fees) and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;

b) breach any of these Terms of Use and the breach is not capable of being remedied (which includes, without limitation, any breach of clause 3.4 or any payment of Service Fees that are more than 30 days overdue); or

c) You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction,

Soldo may take any or all of the following actions, at its sole discretion:

d) terminate these Terms of Use and Your use of the Services and the Website;

e) suspend, for any definite or indefinite period of time, Your use of the Services and the Website;

f) suspend or terminate access to all or any Data;

g) take either of the actions in sub-clauses (d), (e) and (f) of this clause 9.3 in respect of any

or all other persons whom You have authorised to have access to Your information or Data.

For the avoidance of doubt, if payment of any invoice for Service Fees due is not made in full by the relevant due date, Soldo may suspend or terminate Your use of the Service, the authority for all or any of Your User to use the Service, or Your rights of access to all or any Data.

9.4 **Accrued rights.** Termination of these Terms of Use is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of these Terms of Use You will:

1. remain liable for any accrued charges and amounts which become due for payment before or after termination; and
2. immediately cease to use the Services and the Website.

9.5 **Expiry or termination.** Clauses 3.1 (Payment obligations), 4 (Privacy), 6 (Intellectual property), 7 (Warranties & Acknowledgment), 8 (Limitation of liability), 9 (Termination) and 11 (General) shall survive the expiry or termination of these Terms of Use.

10. CUSTOMER CARE & SERVICESAVAILABILITY

10.1 **Customer Care.** The Customer Care is provided by Soldo or affiliates acting also on behalf of other product(s) You might have linked to Soldo Services.

Our Customer Care department is open from Monday to Saturday – excluding bank holidays – from 9am to 7pm (Saturday 9am to 6pm). We may record any conversation You have with Customer Care for training and/or monitoring purposes.

Our contact details are available at: https://www.soldo.com/en-uk/contact-us/.

10.1 **Services availability.** Whilst Soldo intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or the Website may be unavailable to permit maintenance or other development activity to take place. If for any reason Soldo has to interrupt the Services for longer periods than Soldo would normally expect, Soldo will use reasonable endeavours to publish in advance details of such activity on the Website.

11. GENERAL

11.1 **Entire agreements and delays.** These Terms of Use, together with the Soldo Privacy Policy and the terms of any other notices or instructions given to You under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Soldo relating to the Services and the other matters dealt with in these Terms of Use. Any delay or failure by Us to exercise any right or remedy under these Terms of Use shall not be interpreted as a waiver of that right or remedy or stop Us from exercising Our rights at any subsequent time.

11.2 **No assignment.** You may not novate, assign, transfer, sub-contract or deal in any other manner with all or any of Your rights and/or benefits under these Terms of Use. We may novate, assign,

transfer, sub-contract or deal in any other manner with all or any of Our rights and benefits and obligations at any time without Your consent and without any notice to You. If You do not want Us to transfer Your Soldo Services to a new provider, You may contact Us and We will terminate Your Soldo subscription to the Services.

11.3 **Severability.** In the event that any part of these Terms of Use are held not to be enforceable or in conflict of the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. This shall not affect the remainder of these Terms of Use, which shall remain in full force and effect.

11.4 **Governing law and jurisdiction.** These Terms of Use are written and available only in English and all correspondence with You and any User shall be in English. In the event that these Terms of Use are translated, the version in English shall take priority. These Terms of Use are governed by the laws of England and Wales and You agree to the exclusive jurisdiction of the English courts for all disputes arising out of or in connection with these Terms of Use.

11.5 **Notices.** Any notice given under these Terms of Use by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Soldo shall be sent to businesssupport@soldo.com or to any other email address notified by email to You by Soldo. Notices to You will be sent to the email address which You provided when setting up Your access to the Service.

11.6 **Force majeure.** We shall have no liability to You under these Terms of Use if We are prevented from or delayed in performing Our obligations under these Terms of Use, or from carrying on Our business, by acts, events, omissions or accidents beyond Our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Ours or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

11.7 **Rights of third parties.** A person who is not a party to these Terms of Use has no right to benefit under or to enforce any term of these Terms of Use.