



JENGA PAYMENT GATEWAY AGREEMENT



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BETWEEN

FINSERVE AFRICA LIMITED

AND

This document and the other documents that we reference below make up our Terms of Use (the “Terms” for short).

1. Introduction

- 1.1. The Terms are a legally binding contract between you/company and FINSERVE. This contract sets out your rights and responsibilities when you use <http://jengapgw.io> our mobile apps, and the other services provided by FINSERVE (we’ll refer to all of these collectively as our “Services”), so please read it carefully. By using any of our Services (even just browsing one of our websites), you’re agreeing to the Terms. If you don’t agree with the Terms, you may not use our Services.
- 1.2. FINSERVE services also allow you to accept all types of payments from anywhere in the world, to build applications and also sell goods. Specific rules will apply to you depending on how you use the Services

2. Acceptance and effective date

This Agreement, as it may be amended from time to time, becomes effective upon the merchant’s acceptance by checking the “I accept” box on the Jenga Services platform. (‘effective date’). FINSERVE may consider this agreement to be effective earlier upon the merchant creating an account on the Jenga website or beginning to use the services or website.

INTERPRETATION

“API” or “APIs” or “API” means an application programming interfaces that may be used to access the Services.

Affiliate in relation to any company means any other company which is controlled by, controlling or under common control with such company.

“Authorised Payment Services” means services that can only be offered by an authorised payment services provider or electronic money institution.

“Charge” means a credit or debit instruction to capture funds from an account that a Customer maintains with a bank or other financial institution in connection with a Transaction.

“Content” means text, images, and other content.

“Customers” mean purchasers of your goods or services or donors to your organization.

“Dashboard” means Finserve management dashboard.

“Dispute” means an instruction initiated by a Customer with a Financial Services Provider or us to return funds for an existing Charge (including a chargeback on a payment card network; or dispute on a debit network).

“Documentation” means resources and information available to you on our current versions of Finserve’s support pages and API documentation.

“Financial Services Provider” means either Finserve or Finserve affiliates or any bank or money services business or payment network or financial institution or other financial intermediary.

“Fine” means any fines, levies, or other charges imposed by us or a Financial Services Provider caused by your violation of Laws or this Agreement, or as permitted by Network Rules.

“Finserve Data” means details of the API transactions over Finserve infrastructure, information used in fraud detection and analysis, aggregated or anonymized information generated from Data, and any other information created by or originating from Finserve or the Services.

“Finserve Marks” mean Finserve marks or logos.

“Jenga PGW” means Jenga Payment Gateway.

“Laws” mean laws, rules, and regulations applicable to your use of the Services and to Transactions.

“Mock” or “test” mode means a Jenga Payment Gateway Account being available to you on a preliminary basis only that can be terminated by Finserve at any time and for any reason and on which mode settlement may be withheld.

“Network Rules” means the guidelines, bylaws, rules, and regulations imposed by the Financial Services Providers and payment method providers that operate payment methods and networks supported by Finserve (including the payment mobile and card network operating rules for Visa, MasterCard, or the American Express networks; and the BACS, CHAPs, and SEPA operating rules).

“Payment Data” means payment account details, information communicated to or by Financial Services Providers, financial information specifically regulated by Laws and Network Rules, and any other information used with the Payment Services to complete a Transaction.

“Payment Services” mean the Services you may use to accept payments, perform other financial transactions, manage subscriptions and perform transaction reporting.

“Personal Data” means information that identifies a specific living person (not a company, legal entity, or machine) and is transmitted to or accessible through the Services.

“Refund” means an instruction initiated by you to return funds to a Customer for an existing Charge.

“Representative” means a person or persons submitting a registration application on your behalf.

“Return” means an instruction initiated by you, a Customer, or a Financial Services Provider to return funds unrelated to an existing Charge.

“Reversal” means an instruction initiated by a Financial Services Provider or us to return funds for an existing Charge. Reversals may result from (i) invalidation of a charge by a Financial Services Provider; (ii) funds settled to you in error or without authorisation; and (iii) submission of a Charge in violation of Network Rules, or where submission of the Charge or your use of Payment Services violates this Agreement.

“Security Controls” mean security procedures and controls intended to reduce the risk of fraud to you.

“Service” means any service offered by Finserve and its affiliates that includes but is not limited to receiving certain payment or analytics and benchmarking or any other business services.

The term “Data” used without a modifier means all Personal Data, User Data, Payment Data, and Finserve Data.

“Transfer” means an instruction to credit funds to or debit funds from an account you designate with a Financial Services Provider.

“User Data” means information that describes your business and its operations, your products or services, and orders placed by Customers.

“3D Secure” also known as Payer Authentication is a security protocol to prevent fraud in transactions with credit and debit cards online, this service is dependent on Card providers and the type of Card used whether credit or debit cards.

SECTION A: GENERAL TERMS

1. Overview of this Agreement

This Agreement provides a general description of the Services Finserve may provide to you, including those allowing you to accept payments from your Customers. Finserve provides you with a more detailed description of the Services through published software libraries, API or APIs and additional resources it makes available to you on its website.

Before using the Services, you must register with Finserve and create a Jenga PGW Account.

2. Client’s Jenga PGW Account

- a. **Registration and Permitted Activities:** Only businesses (including sole proprietors), bona fide charitable organizations, and other entities or persons are eligible to apply for a Jenga PGW Account to use the Services described in this Agreement. Finserve and its affiliates may provide Services to you or your affiliates in various countries or regions under separate agreements. To register for a Jenga PGW Account, you or your representative must provide the prerequisite information as provided for in **Schedule 1**. Until you have submitted the prerequisite information and we have reviewed and approved it, you will be on mock mode.
- b. If you use Payment Services, your name (or the name used to identify you) and URL may appear on your Customers’ bank or other statements. To minimize confusion and avoid potential disputes, these descriptors must be recognizable to your Customers and must accurately describe your business or activities. You may only use Payment Services to facilitate Transactions with your Customers. You may not use Payment Services to send money to others, to conduct any personal or non-commercial transactions, or for any other purposes prohibited by this Agreement.
- c. **Representative:** You and your Representative individually affirm to Finserve that your Representative is authorised to provide the prerequisite information described in this **Schedule**

1 on your behalf and to bind you to this Agreement. We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority. Without the express written consent of Finserve, neither you nor your Representative may register or attempt to register for Jenga PGW Account on behalf of a user Finserve previously terminated from use of the Services.

- i. If you are an individual trader, you and your Representative also affirm that your Representative is personally responsible and liable for your use of the Services and your obligations to Customers, including payment of any amounts owed under this Agreement.
 - ii. The following special requirements apply to you if you are not at least 18 years old. If you are a legal entity, your Representative must either obtain the consent of your board or of an authorised officer; and if you are an individual or sole proprietor, your Representative must be your parent or legal guardian. Any such approving board, authorised officer, parent, or legal guardian is responsible to Finserve and is legally bound to this Agreement as if it had agreed to the terms of this Agreement itself.
- d. **Validation and Underwriting:** At any time during the term of this Agreement and your use of the Services, we may require additional information from you to verify beneficial ownership or control of the business, validate information you provided, verify you or your Representative's identity, and assess the risk associated with your business. This additional information may include business invoices, copies of government-issued identification, business licences, or other information related to your business, its beneficial owners or principals. If you use Payment Services, we may also request that you provide copies of financial statements or records pertaining to your compliance with this Agreement, or require you to provide a personal or company guarantee. Your failure to provide this information may result in suspension or termination of your Jenga PGW Account.
- e. You authorise us to retrieve information about you from our service providers, including credit and information bureaus. You acknowledge that this may include your name, addresses, credit history, and other data about you or your Representative(s) and directors. You acknowledge that we may use your information to verify any other information you provide to us, and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your Jenga PGW Account. Finserve may periodically update this information as part of our underwriting criteria and risk analysis procedures.
- f. **Changes to Your Business, Keeping your Jenga PGW Account Current:** You agree to keep the information in your Jenga PGW Account current. You must promptly update your Jenga PGW Account with any changes affecting you, the nature of your business activities, your Representatives, beneficial owners, principals, or any other pertinent information. We may suspend your Jenga PGW Account or terminate this Agreement if you fail to keep this information current or if you change the business from that disclosed at onboarding.
- g. You also agree to promptly notify us in writing no more than three days after any of the following occur:
 - i. you are the subject of any voluntary or involuntary insolvency petition or proceeding, receivership, bankruptcy, or similar action;
 - ii. there is an adverse change in your financial condition; there is a planned or anticipated liquidation or substantial change in the basic nature of your business;
 - iii. you transfer or sell 25% or more of your total assets, or there is any change in the control or ownership of your business or parent entity;
 - iv. or you receive a judgment, writ or warrant of attachment or execution, or levy against 25% or more of your total assets.

3. Your Relationship with Your Customers

- 3.1 You may only use the Services for legitimate Transactions with your Customers. Finserve is not responsible for the products or services you publicize or sell, or that your Customers purchase using the Services; or if you accept donations, for your communication to your Customers of the intended use of such donations. You affirm that you are solely responsible for the nature and quality of the products or services you provide, and for delivery, support, refunds, returns, and for any other ancillary services you provide to your Customers.
- 3.2 You are responsible for knowing whether a Transaction initiated by your Customer is erroneous (such as a Customer purchasing one item when they meant to order another) or suspicious (such as unusual or large purchases, or a request for delivery to a foreign country where this typically does not occur). If you are unsure if a Transaction is erroneous or suspicious, you agree to research the Transaction and, if necessary, contact your Customer before fulfilling or completing the Transaction. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of the Services.

4. Fees and Fines

- 4.1 Finserve will provide the Services to you at the rates and for the fees ("Fees") described in the commercial schedule incorporated into this Agreement. The Fees include charges for Transactions (such as processing a payment) and for other events connected with your Jenga PGW Account (such as handling a disputed charge) inclusive of withholding and exclusive of other taxes as prescribed under **Schedule A** which is subject to revision and or variation from time to time. There is no refunding of pre-paid fees.
- 4.2 We may charge additional Fees for cross-border transactions, applicable tax and foreign exchange services and pass-through fees from the card schemes. In addition to the Fees, you are also responsible for any penalties or fines imposed in relation to your Jenga PGW Account by a Financial Services Provider resulting from your use of Payment Services in a manner not permitted by this Agreement or a Financial Services Provider's rules and regulations.
- 4.3 You should also request a complete blending of Fees for payment card and mobile processing for all merchant services charges (MSC) for all payment card and mobile wallet brands and categories irrespective of the underlying differences in interchange fees.

5. Services and Jenga PGW Account Support

- 5.1 We will provide you with support to resolve general issues relating to your Jenga PGW Account and your use of the Services through documentation. The most efficient way to get answers to your questions as with regards to services is to review our Documentation. The escalation process is attached hereto as **Schedule 3**.
- 5.2 You are solely responsible for providing support to Customers regarding Transaction receipts, product or service delivery, support, returns, refunds, and any other issues related to your products and services and business activities. We are not responsible for providing support for the Services to your Customers unless we agree to do so in a separate agreement with you or one of your Customers.

6. Taxes and Other Expenses

- 6.1 Our fees are exclusive of any applicable sales or value-added tax, except as expressly stated to the contrary. You have sole responsibility and liability for: (i) determining what, if any, taxes or fees apply to the sale of your products and services, acceptance of donations, or payments you receive in connection with your use of the Services ("Taxes"); and (ii) assessing, collecting, reporting, and remitting Taxes for your business to the appropriate tax and revenue authorities.
- 6.2 If we are required to withhold any Taxes, including where we are unable to validate any tax-related identification information you provide us, we may deduct such Taxes from amounts otherwise owed and pay them to the appropriate taxing authority. If you are exempt from

payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status. Upon our reasonable request, you must provide accurate information regarding your tax affairs.

- 6.3 We may send documents to you and tax authorities for Transactions processed using the Services. You agree that we may send you any tax-related information electronically.

7. Service Limitations, Prohibited Activities, and Security Controls

- a. Compliance with Applicable Laws: You must use the Services in a lawful manner, and must obey all Laws. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.
- b. Prohibited Businesses and Activities: You may not use the Services, for your benefit or the benefit of another, for any activities Finserve has identified as a prohibited business or activity collectively, “Prohibited Businesses”) as espoused in **Schedule 2**. Prohibited Businesses include use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists.
- c. Other Restricted Activities: You may not use the Services to facilitate illegal Transactions or to permit others to use the Services for non-commercial, personal, or household purposes. In addition, you may not allow, and may not allow others to: (i) access or attempt to access non-public Finserve systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the Services with no added value to Customers; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Services except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect use of the Services by our other users; or (ix) impose an unreasonable or disproportionately large load on the Service.
- d. Security Controls: You agree to review the Security Controls that we provide to you, and to select the Security Controls that meet your business requirements. If you believe that the Security Controls we provide are insufficient, then you agree to separately implement additional controls that meet your requirements.

8. Suspicion of Unauthorised or Illegal Use

- 8.1 We may refuse, condition, or suspend any Transactions that we believe (i) may violate this Agreement or other agreements you may have with Finserve; (ii) are unauthorized, fraudulent or illegal; or (iii) that expose you, Finserve, or others to risks unacceptable to Finserve. If we suspect or know that you are using or have used the Services for unauthorized, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your Jenga PGW Account, your Customers, and Transactions made through your use of the Services.

9. Disclosures and Notices; Electronic Signature Consent

- a. Consent to Electronic Disclosures and Notices: By registering for a Jenga PGW Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from Finserve (“Notices”), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

- b. **Methods of Delivery:** You agree that Finserve can provide Notices regarding the Services to you through our website or through the Dashboard (as defined below), or by mailing Notices to the email or physical addresses identified in your Jenga PGW Account. Notices may include notifications about your Jenga PGW Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website or emailed to you.
 - c. **SMS and Text Messages:** You authorise us to provide Notices to you via text message to allow us to verify your or your Representative's control over your Jenga PGW Account (such as through two-step verification), and to provide you with other critical information about your Jenga PGW Account. Standard text or data charges may apply to such Notices. Where offered, you may disable text message notifications in the Dashboard by responding to any such message with "STOP", or by following instructions provided in the message. However, by disabling text messaging, you may be disabling important Security Controls on your Jenga PGW Account and may increase the risk of loss to your business.
 - d. If you are having problems viewing or accessing any Notices, please contact us and we can find another means of delivery.
 - e. **Withdrawing Consent:** Due to the nature of the Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices. However, you may choose to withdraw your consent to receive Notices electronically by terminating your Jenga PGW Account.
10. **Termination**
- a. **Term and Termination:** This Agreement is effective upon the date you first access or use the Services and continues until terminated by you or Finserve. You may terminate this Agreement by closing your Jenga PGW Account at any time by opening the data tab in your account settings, selecting "close my account" and ceasing to use the Service. If you use the Services again or register for another Jenga PGW Account, you are consenting to this Agreement. We may terminate this Agreement or close your Jenga PGW Account at any time for any reason by providing you Notice. We may suspend your Jenga PGW Account and your ability to access funds in your Jenga PGW Account, or terminate this Agreement, if (i) we determine in our sole discretion that you are ineligible for the Services because of significant fraud or credit risk, or any other risks associated with your Jenga PGW Account; (ii) you use the Services in a prohibited manner or otherwise do not comply with any of the provisions of this Agreement; or (iii) any Law or Financial Services Provider requires us to do so.
 - b. **Effects of Termination:** Termination does not immediately relieve you of obligations incurred by you under this Agreement. Upon termination, you agree to (i) complete all pending Transactions, (ii) stop accepting new Transactions through the Service, and (iii) immediately remove all Finserve or payment network logos from your website (unless permitted under a separate licence with the payment network). Your continued or renewed use of the Services after all pending Transactions have been processed serves to renew your consent to the terms of this Agreement. If you terminate this Agreement, we will pay out any remaining funds owed to you in accordance with **Section C**.
 - c. In addition, upon termination you understand and agree that (i) all licences granted to you under this Agreement will end; (ii) we will not be liable to you for compensation, reimbursement, or damages related to your use of the Services, or any termination or suspension of the Services or deletion of your information or account

data; and (iii) you are still liable to us for any Fees or fines, or other financial obligation incurred by you or through your use of the Services prior to termination.

SECTION B: FINSERVE TECHNOLOGY

1. API and Dashboard

1.1 Finserve has developed and provides access to the API that may be used to access the Services. You may use the API solely as described in the Documentation to process Transactions or use the Services on websites and through the applications identified in your Jenga PGW Account. You may manage your Jenga PGW Account, connect with other service providers, and enable additional features through the Dashboard. Finserve will use the Dashboard to provide you with information about your Jenga PGW Account. Finserve will also provide you with access to monthly summary reports which will include all your Jenga PGW Account activity, grouped by month, up to the most recent full day. The information may be provided in your language, and if not, it will be provided in English. Further detail about the information provided to you through the Dashboard is available in the Account Reporting section of the Documentation.

1.2 You may use the API to utilize the Services on your website or inside your mobile applications. You may not use the API for any purpose, function, or feature not described in the Documentation or otherwise communicated to you by Finserve. Due to the nature of the Services, Finserve will update the API and Documentation from time to time, and may add or remove functionality. Finserve will as well provide you with notice if it changes, deprecates, or removes functionality from the API so that you may continue using the Services with minimal interruption.

1.3 Finserve will give you both publishable and secret API keys for live and test Transactions available through the Dashboard. Publishable keys identify Transactions with your Customers, and secret keys permit any API call to your Jenga PGW Account. You are responsible for securing your secret keys – do not publish or share them with any unauthorised persons. Failure to secure your secret keys will increase the likelihood of fraud on your Jenga PGW Account and potential losses to you or your Customers. You should contact us immediately if you become aware of any unauthorized use of your secret key or any other breach of security regarding the Services. Finserve will provide more details on proper use of publishable and secret API keys in the Documentation. Information on securing your Jenga PGW Account is available in **Section D**.

2. Ownership of Finserve IP

2.1 Finserve or its licensors exclusively own all rights, title, and interest in the patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained in the API, Services, Dashboard, and Documentation (collectively, “Finserve IP”) or any copies thereof. Finserve IP is protected by copyright, trade secret, patent, and other intellectual property Laws, and Finserve reserves all rights in Finserve IP not expressly granted to you in this Agreement.

2.2 You may choose to or we may invite you to submit comments or ideas about improvements to the Service, our API, our platform, or any other component of our products or services (“Ideas”). If you submit an Idea to us, we will presume that your submission was voluntary, unsolicited by us, and delivered to us without any restrictions on our use of the Idea. You also agree that Finserve has no fiduciary or any other obligation to you in connection with any Idea you submit to us, and that we are free to use your Ideas without any attribution or compensation to you.

3. Licence

- 3.1 You are granted a non-exclusive and non-transferable licence to electronically access and use the Finserve IP only in the manner described in this Agreement. Finserve does not sell to you, and you do not have the right to sub-licence the Finserve IP. We may make updates to the Finserve IP or new Services available to you automatically as electronically published by Finserve, but we may require action on your part before you may use the Finserve IP or new Services (including activation through the Dashboard, or acceptance of new or additional terms). Finserve may revoke or terminate this licence at any time if you use Finserve IP in a manner prohibited by this Agreement.
- 3.2 You may not: (i) claim or register ownership of Finserve IP on your behalf or on behalf of others; (ii) sub-licence any rights in Finserve IP granted by Finserve; (iii) import or export any Finserve IP to a person or country in violation of any country's export control Laws; (iv) use Finserve IP in a manner that violates this Agreement or Laws; or (v) attempt to do any of the foregoing.
4. Finserve Marks; References to Our Relationship
- 4.1 Finserve may make Finserve marks available for use by you and other users to allow you to identify Finserve as a service provider. To use Finserve Marks, you must first agree to the Finserve Marks Usage Agreement. Finserve may limit or revoke your ability to use Finserve Marks at any time. You may never use any Finserve Marks or Finserve IP consisting of trademarks or service marks without our express permission, or in a manner that may lead people to confuse the origin of your products or services with ours.
- 4.2 During the term of this Agreement, you may publicly identify Finserve as the provider of the Services to you and Finserve may publicly identify you as a Finserve user. If you do not want Finserve to identify you as a user, please communicate to it via email, in writing or our contacts page. Neither you nor we will imply any untrue sponsorship, endorsement, or affiliation between you and Finserve. Upon termination of your Jenga PGW Account, both you and Finserve will remove any public references to our relationship from our respective websites.
5. Content
- 5.1 You may use the Services to upload or publish content to your Jenga PGW Account and to third-party sites or applications but only if you agree to obtain the appropriate permissions and, if required, licences to upload or publish any such Content using the Services. You agree to fully reimburse Finserve for all fees, fines, losses, claims, and any other costs we may incur that arise from publishing illegal Content through the Services, or claims that Content you published infringes the intellectual property, privacy, or other proprietary rights of others.

SECTION C: PAYMENT SERVICES

1. Payment Services Overview

Finserve is not a payment service provider it however provides you with a payment platform directly or through various Financial Services Providers. Payment Services allow you to accept payment from your Customers for Transactions. We may limit or refuse to process Charges (as defined below) for any Prohibited Businesses, or for Charges submitted in violation of this Agreement. To use the Payment Services, you must also accept separate agreements with the Financial Services Providers as described in **Section 5**. Some of the Payment Services offered by Finserve are Authorized Payment Services and the Authorised Payment Services terms will apply.
2. Registering for Use of Payment Services
- 2.1 When you register for a Jenga PGW Account, you may be asked for financial information, or information we use to identify you, your Representatives, principals, beneficial owners, and other individuals associated with your Jenga PGW Account. Throughout the term of this Agreement, we may share information about your Jenga PGW Account with Financial Services Providers in order to verify your eligibility to use the Payment Services, establish any

necessary accounts or credit with Financial Services Providers, monitor Charges and other activity, and conduct risk management and compliance reviews. We will review and may conduct further intermittent reviews of your Jenga PGW Account information to determine that you are eligible to use the Payment Services. Finserve's use of the information you provide to us under this Agreement is described in more detail in **Section D**.

- 2.2 If you accept payment for products or services (including events such as concerts or other performances) not immediately deliverable to the Customer (a "Preorder"), we may, in our sole discretion, initiate Reversals or hold Reserves for all or a portion of the Charges processed by us for a Preorder. If you would like to receive payment for a Preorder, please contact us before doing so.
3. Processing Transactions, Disputes, Refunds, Reversals
 - 3.1 You may only submit Charges through the Payment Services that are authorised by your Customers. To enable us to process Transactions for you, you authorise and direct Financial Services Providers to receive and pay any funds owed to you through the Payment Services, and you appoint Finserve as your agent for the purpose of facilitating your receipt of the Payment Services. We will promptly update your Jenga PGW Account balance to reflect any Transaction proceeds that we receive on your behalf.
 - 3.2 Except where Finserve and a Customer have otherwise agreed, you maintain the direct relationship with your Customers and are responsible for: (i) acquiring appropriate consent to submit Charges through the Payment Services on their behalf; (ii) providing confirmation or receipts to Customers for each Charge; (iii) verifying Customers' identities; and (iv) determining a Customer's eligibility and authority to complete Transactions. However, even authorised Transactions may be subject to a Dispute. Finserve is not responsible for or liable to you for authorised and completed Charges that are later the subject of a Dispute, Refund, or Reversal, are submitted without authorisation or in error, or violate any Laws.
 - 3.3 You are immediately responsible to us for all Disputes, Refunds, Reversals, Returns, or Fines regardless of the reason or timing. We may decline to act upon a Refund instruction, or delay execution of the instruction, if: (i) it would cause your Jenga PGW Account balance to become negative; (ii) you are the subject of Bankruptcy Proceedings; or (iii) where we otherwise believe that there is a risk that you will not meet your liabilities under this Agreement (including with respect to the Charge that is the subject of the Refund instruction).
 - 3.4 In many but not all cases, you may have the ability to challenge a Dispute by submitting evidence through the API or the Dashboard. We may request additional information to provide to Financial Services Providers to assist you in contesting the Dispute, but we cannot guarantee that your challenge will be successful. Financial Services Providers may deny your challenge for any reason they deem appropriate. Where a challenge is entirely or partially successful, a Financial Services Provider may credit funds associated with the Charge that is the subject of the Dispute (or a portion thereof) to your Jenga PGW Account. You may not submit a new Charge which duplicates a Transaction that is subject to a Dispute.
 - 3.5 Please keep in mind that you are liable for all losses you incur when lost or stolen payment credentials or accounts are used to purchase products or services from you. Finserve does not and will not insure you against losses caused by fraud under any circumstances. For example, if someone pretends to be a legitimate buyer but is a fraudster, you will be responsible for any resulting costs, including Disputes, even if you do not recover the fraudulently purchased product. Even if we work with you to assist you or law enforcement in recovering lost funds, Finserve is not liable to you, or responsible for your financial losses or any other consequences of such fraud. We provide the Security Controls described in **Section D.3** to help you mitigate the risk of fraud losses on your Jenga PGW Account, and we strongly encourage you to review and use the Security Controls appropriate for your business.
 - 3.6 A Financial Services Provider or we may issue a Reversal for any Charge where a Charge is made without the account owner's authorisation, in connection with a Prohibited Business,

that violates the Network Rules, or for many other reasons. If a Financial Services Provider or we issue a Reversal, we will provide you Notice and a description of the cause of the Reversal.

4. Responsibilities and Disclosures to Your Customers

4.1 It is very important to us that your Customers understand the purpose, amount, and conditions of Charges you submit to us. With that in mind, when using the Payment Services you agree to: (i) accurately communicate, and not misrepresent, the nature of the Transaction, and the amount of the Charge in the appropriate currency prior to submitting it to the API; (ii) provide a receipt that accurately describes each Transaction to Customers; (iii) provide Customers a meaningful way to contact you in the event that the product or service is not provided as described; (iv) not use Services to sell products or services in a manner that is unfair or deceptive, exposes Customers to unreasonable risks, or does not disclose material terms of a purchase in advance; and (v) inform Customers that Finserve and its global affiliates process Transactions (including payment Transactions) for you. You also agree to maintain a fair return, refund, cancellation, or adjustment policy, and clearly explain the process by which Customers can receive a refund.

4.2 You may use some Payment Services to receive recurring or subscription payments from your Customers. If you use the Payment Services to submit these recurring or subscription Charges, you agree to comply with applicable Laws, including clearly informing Customers in advance of submitting the initial Charge that they will be charged on an ongoing basis and explaining the method for unsubscribing or cancelling their recurring billing or subscription.

4.3 If you engage in Transactions with Customers who are individuals (i.e. consumers), you specifically agree to provide consumers disclosures required by Law, and to not engage in unfair or deceptive acts or practices.

5. Financial Services Providers and Payment Method Providers

5.1 Your use of the Payment Services is subject to additional terms that apply between you and one or more of Finserve, a Finserve affiliate, or a Financial Services Provider ("Financial Services Terms"). In addition, unique terms and conditions may also apply to specific payment methods or networks ("Payment Terms"). By using the Payment Services, you agree to the Financial Services Terms and applicable Payment Terms as set out on our legal page (including those that separately bind you with Financial Services Providers or payment method providers). The Valitor Terms are an example of Financial Services Terms.

5.2 We may add or remove Financial Services Providers or payment methods at any time. The Financial Services Terms and Payment Terms may also be amended from time to time. Your continuing use of the Payment Services constitutes your consent and agreement to such additions, removals and amendments.

5.3 you authorise us to instruct Financial Services Providers to hold, receive, and disburse funds on your behalf; and to instruct such Financial Services Providers as to how and when funds are transferred to you. You also authorise us to designate which Financial Services Providers may hold settlement funds, on deposit and in trust, pending transfer of funds to you in accordance with the terms of this Agreement. A clearing account through which funds are settled will be maintained by a Financial Services Provider, and transfers to you from this account will be a full and final payment by the Financial Services Provider to you.

6. Specific Payment Methods

6.1 When accepting payment card payments, you must comply with all Network Rules applicable to merchants, including the Network Rules provided by Card Providers not limited to Visa, MasterCard, Diners and American Express and by the individual mobile wallet providers.

6.2 These Network Rules state that you may only accept payment for bona fide legal commercial transactions, may only use payment network trademarks or service marks consistent with the

Network Rules. The Network Rules for card networks may also limit your ability to discriminate by card type or charge surcharges for acceptance of payment cards.

- 6.3 The payment card networks may amend the Network Rules at any time without notice to you, and Finserve reserves the right to change the Payment Services for payment card processing at any time to comply with the Network Rules. We may share the information you provide to us that we use to identify the nature of the products or services with Financial Services Providers, including assigning your business activities to a particular payment network merchant category code (MCC).
 - 6.4 Customers typically raise payment card network Disputes (i.e. chargebacks) when a merchant fails to provide the product or service to the Customer, or where the payment card account holder did not authorise the Charge. High chargeback rates (typically those exceeding 1%) may result in your inability to use the Payment Services. Failure to timely and effectively manage Disputes with your Customers may ultimately result in your inability to accept payment cards for your business.
 - 6.5 When you accept payment card Transactions, Network Rules specifically prohibit you from (i) providing cash refunds for a Charge on a credit card, unless required by Laws, (ii) accepting cash, its equivalent, or any other item of value for a refund, (iii) acting as a payment intermediary or aggregator, or otherwise reselling Payment Services on behalf of others, (iv) submitting what you believe or know to be a fraudulent Charge, or (v) using Payment Services in a manner that is an abuse of Financial Services Providers' networks or a violation of Network Rules.
 - 6.6 If you misuse the Payment Services for payment card transactions or engage in activity the payment card networks identify as damaging to their brand, or if we are required to do so by Network Rules, we may submit information about you, Representatives, Principals, beneficial owners and other individuals associated with your Jenga PGW Account to the MATCH terminated merchant listing maintained by MasterCard and accessed and updated by Visa and American Express, or to the Consortium Merchant Negative File maintained by Discover. Addition to one of these lists may result in your inability to accept payments from payment cards. You understand and consent to our sharing this information and to the listing itself, and you will fully reimburse us for any losses we incur from third-party claims, and you waive your rights to bring any direct claims against us that result from such reporting.
7. Transfers and Payout Schedule
 - a. Transfers For Your Payout Account: Transfers may be initiated by you to or from your Jenga PGW Account to or from the account with a Financial Services Provider that you designate in the Dashboard (the "Payout Account"). A Positive balance in your Jenga PGW Account will result in a Transfer to your Payout Account and negative balance in your Jenga PGW Account will result in a Transfer from your Payout Account. All Transfers to your Payout Account will exclude Fees, Fines, and amounts owed to us for any reason. You affirm that you are authorised to initiate Transfers to and from the Payout Account. We may offer you the ability to have funds settled to your Payout Account in a currency different from the one in which you accepted payment from a customer ("Multi-Currency Processing").
 - b. To use this service, you must provide us with a valid Payout Account for each currency for which you request settlement, based on our list of available settlement currencies. We may add or remove currencies from our list of available settlement currencies at any time. If you use Multi-Currency Processing, we will identify at the time of charge (for example, through the API), the conversion rate that will apply to the charge. If you refund a charge, the conversion rate that will apply will be the rate in effect at the time of the refund, not the charge. By submitting a charge or refund for processing you will be deemed to have accepted the rate. You may choose not to use the Multi-Currency Processing service at any time. You may also change the Payout Account information or other settings associated with your use of Multi-Currency Processing, but any such changes will only affect subsequent charges.

- c. The term “Payout Schedule” refers to the time it takes for us to initiate a Transfer to your Payout Account. Your Payout Schedule is specified in the Dashboard. Finserve may require a holding period before making an initial Transfer to the Payout Account. After the initial Transfer, we will credit funds to the Payout Account according to the Payout Schedule; however, please be aware that Financial Services Providers, including the institution holding the Payout Account, may delay Transfers for any reason. We are not responsible for any action taken by the institution holding the Payout Account to not credit the Payout Account or to otherwise not make funds available to you as you expected.
 - d. We reserve the right to change the Payout Schedule or to suspend Transfers to you. Examples of situations where we may do so are: (i) where there are pending, anticipated, or excessive Disputes, Refunds, or Reversals; (ii) in the event that we suspect or become aware of suspicious activity; or (iii) where we are required by Law or court order. We have the right to withhold Transfers to your Payout Account upon termination of this Agreement if we reasonably determine that we may incur losses resulting from credit, fraud, or other legal risks associated with your Jenga PGW Account. If we exercise our right to withhold a Payout for any reason, we will communicate the general reason for withholding the Payout and give you a timeline for releasing the funds.
 - e. Transfers for Recipients: We may offer Payment Services that allow you to send Transfers to others (“Recipient Account”). You agree to appoint Finserve (or a Financial Services Provider designated by Finserve) as your agent to send Transfers to Recipient Accounts on your behalf. You understand and agree that: (i) we will only pay Recipient Accounts with funds that are available for Transfer; (ii) we may condition any Transfers to Recipient Accounts on verification of the owner’s identity, verification that an owner may legally receive a Transfer, or in any manner or for any other purpose; (iii) you are solely responsible for determining the accuracy and completeness of any instructions you provide us for a Transfer to a Recipient Account; and (iv) unless otherwise agreed upon between you and us, you are solely responsible for any obligations that you contractually or legally owe to an owner of a Recipient Account, including providing payment or forms related to taxes owed by you or a third party. You affirm that: (i) you will not make any Transfers to or on behalf of Prohibited Businesses; and (ii) any information or authorisation you provide to us about each Recipient Account is complete and accurate. You agree to not make any claims against us, and to fully reimburse us for any losses we incur that result from your use, or failure to properly use the Payment Services to make Transfers to Recipient Accounts.
 - f. Additional Terms: The information required for a Transfer will depend on the Financial Services Provider holding the Payout Account or Recipient Account. Please make sure that any information about the Payout Accounts or Recipient Accounts that you provide to us is correct and accurate. If you provide us with incorrect information (i) you understand that Transfers may be sent to the wrong account and we may not be able to recover the funds from such incorrect Transfers and (ii) you agree that you are solely responsible for any losses you or third parties incur, you will not make any claims against us related to such erroneous Transfers, and you will fully reimburse us for any losses we incur.
8. Clearing Funds and Reserves
- 8.1 All funds resulting from Charges are held in pooled clearing accounts (the “Clearing Accounts”). We will make Transfers to and from the Clearing Accounts in the manner described in this Agreement; however, you have no rights to the Clearing Accounts or to any funds held in the Clearing Accounts, you are not entitled to draw funds from the Clearing Accounts, and you will not receive interest from funds maintained in the Clearing Accounts.
 - 8.2 In certain circumstances, we may require you to place funds in reserve or to impose conditions on the release of funds (each a “Reserve”). We may impose a Reserve on you for any reason if we determine that the risk of loss to Finserve, Customers, or others associated with your Jenga PGW Account is higher than normal. For example, we may hold a Reserve if:

(i) your or your Customers' activities increase the risk of loss to us or to your Customers, (ii) you have violated or are likely to violate this Agreement, or (iii) your Jenga PGW Account has an elevated or abnormally high number of Disputes. If we impose a Reserve, we will establish the terms of the Reserve and provide you Notice of the amount, timing, and conditions upon which the funds in the Reserve will be released to you. In many cases, the Reserve amount will be the entire amount of Charges processed using the Payment Services.

8.3 We may change or condition the terms of the Reserve based on our continuous assessment and understanding of the risks associated with your Jenga PGW Account, if required to do so by Financial Services Providers, or for any other reason. We may fund the Reserve with funds processed through your use of Payment Services, by debiting the Payout Account or another bank account associated with your Jenga PGW Account, or by requesting funds directly from you.

8.4 To the extent possible, we prefer to identify the necessity for a Reserve in advance of establishing one. If you are concerned that we will impose a Reserve on you due to the nature of your business activities, please contact us before using the Services.

9. Security Interests, Collection, and Set-Off Rights

a. Security Interests: You grant us a lien and security interest in all funds processed and deposited into all Payout Accounts or any other bank account associated with your Jenga PGW Account, and in any funds processed using the Payment Services. This means that if you have not paid funds that you owe to us, your Customers, or to any of our affiliates, we have a right superior to the rights of any of your other creditors to seize or withhold funds owed to you for Transactions that we process through the Services, and to debit or withdraw funds from any bank account associated with your Jenga PGW Account. Upon our request, you will execute and deliver any documents and pay any associated fees we consider necessary to create, perfect, and maintain a security interest in such funds.

b. Collection and Set-Off Rights: You agree to pay all amounts owed to us and to our affiliates on demand. Where possible, we will first attempt to collect or set-off balances in your Jenga PGW Accounts from your use of the Payment Services or from funds that we hold in Reserve. However, we may collect any obligations you owe us under this Agreement from any Payout Account associated with your Jenga PGW Account or any commonly-owned Jenga PGW Account by deducting or setting-off the corresponding amounts from the funds owed to you through your use of the Payment Services, or through a direct debit from any Payout Account identified in your Jenga PGW Account or a commonly-owned Jenga PGW Account. Your failure to pay amounts owed to us or to our affiliates under this Agreement is a breach and you will be liable for any costs we incur during collection in addition to the amount you owe. Collection costs may include, lawyer's fees and expenses, costs of any arbitration or court proceeding, collection agency fees, any applicable interest, and any other related cost.

c. In certain circumstances, we may require a personal, parent or other guarantee (a "Guarantee") from a user's principal, owner, or other guarantor. A Guarantee consists of a legally binding promise by an individual or an entity to pay any amounts the user owes in the event that the user is unable to pay. If we require you to provide us with a Guarantee, we will specifically inform you of the amount of, and the reasons for the Guarantee. If you are unable to provide such a Guarantee when required, you will not be permitted to use the Services.

10. Reconciliation and Error Notification

10.1 The Dashboard contains details of Charges, Charge history, and other activity on your Jenga PGW Account. Except as required by Law, you are solely responsible for reconciling the information in the Dashboard generated by your use of Payment Services with your records

of Customer Transactions, and for identifying any Transaction errors. You agree to review your Jenga PGW Account and immediately notify us of any errors.

- 10.2 We will investigate and, where appropriate, attempt to rectify any reported errors, including any errors made by Finserve or our Financial Services Providers. However, you should be aware that your ability to recover funds you have lost due to a Transaction error may be very limited or even impossible, particularly if we did not cause the error, or if funds are no longer available in any Payout Account or Recipient Account. We will work with you and our Financial Services Providers to correct a Transaction error in accordance with Network Rules; however, if you fail to communicate a Transaction error to us for our review without undue delay and, in any event, within 13 months after you discovered it and flagged it in the Dashboard, you waive your right to make any claim against us or our Financial Services Providers for any amounts associated with the Transaction error.

11. Dormant Accounts

If you leave any funds dormant in a Jenga PGW Account and you do not give us instructions where to send them, we may be required by Law to deem the funds to be abandoned by you, and to deliver them to various government agencies. To the extent required by Law, we will attempt to provide you Notice if we hold funds payable to you in an account beyond the applicable dormancy period for abandoned property. If we are unable to contact you, we will treat the funds in your Jenga PGW Account to be abandoned, and will deliver them to the appropriate government authority.

SECTION D: DATA USAGE, PRIVACY AND SECURITY

1. Data Usage Overview

- 1.1 Protecting, securing, and maintaining the information processed and handled through the Services is one of our top priorities, and it should be yours too. This section describes our respective obligations when handling and storing information connected with the Services. The following terms used in this section relate to data provided to Finserve by you or your Customers, or received or accessed by you through your use of the Services:

- 1.2 Finserve processes, analyses, and manages Data to: (a) provide Services to you, other Finserve users, and Customers; (b) mitigate fraud, financial loss, or other harm to users, Customers and Finserve; and (c) analyse, develop and improve our products, systems, and tools. Finserve provides Data to third-party service providers, including Financial Services Providers and their affiliates, as well as Finserve's global affiliates, to allow us to provide Services to you and other users. We do not provide Personal Data to unaffiliated parties for marketing their products to you. You understand and consent to Finserve's use of Data for the purposes and in a manner consistent with this Section D.

2. Data Protection and Privacy

- a. Confidentiality: Finserve will only use User Data as permitted by this Agreement, by other agreements between you and us, or as otherwise directed by you. You will protect all Data you receive through the Services, and you may not disclose or distribute any such Data, and you will only use such Data in conjunction with the Services and as permitted by this Agreement or by other agreements between you and us. Neither party may use any Personal Data to market to Customers unless it has received the express consent from a specific Customer to do so. You may not disclose Payment Data to others except in connection with processing Transactions requested by Customers and consistent with applicable Laws and Network Rules.
- b. Privacy: Protection of Personal Data is very important to us. Our Privacy Policy explains how and for what purposes we collect, use, retain, disclose, and safeguard the Personal Data you provide to us. You agree to review the terms of our Privacy Policy, which we update from time to time.
- i. You affirm that you are now and will continue to be compliant with all applicable Laws governing the privacy, protection and use of Data that you provide to us or

access through your use of the Services. You also affirm that you have obtained all necessary rights and consents under applicable Laws to disclose to Finserve – or allow Finserve to collect, use, retain, and disclose – any Personal Data that you provide to us or authorise us to collect, including Data that we may collect directly from Customers using cookies or other similar means.

- ii. As may be required by Law and in connection with this Agreement, you are solely responsible for disclosing to Customers that Finserve processes Transactions (including payment Transactions) for you and may receive Personal Data from you. Additionally, where required by Law or Network Rules, we may delete or disconnect a Customer's Personal Data from your Jenga PGW Account when requested to do so by the Customer.
 - iii. If we become aware of an unauthorized acquisition, disclosure or loss of Customer Personal Data on our systems, we will notify you consistent with our obligations under applicable Law. We will also notify you and provide you sufficient information regarding the unauthorized acquisition, disclosure or loss to help you mitigate any negative impact on the Customer.
 - c. **PCI Compliance:** If you use Payment Services to accept payment card Transactions, you must comply with the Payment Card Industry Data Security Standards (PCI-DSS) and, if applicable to your business, the Payment Application Data Security Standards (PA-DSS) (collectively, the "PCI Standards"). Finserve provides tools to simplify your compliance with the PCI Standards, but you must ensure that your business is compliant. The specific steps you will need to take to comply with the PCI Standards will depend on your implementation of the Payment Services. You can find more information about implementing Jenga PGW in a manner compliant with the PCI Standards in our Documentation. You will promptly provide us with documentation demonstrating your compliance with the PCI Standards upon our request. If you elect to store, hold and maintain "Account Data", as defined by the PCI Standards (including Customer card account number or expiration date), you further agree that you will either maintain a PCI-compliant system or use a compliant service provider to store or transmit such Account Data; further, you agree to never store any "Sensitive Authentication Data", as defined by the PCI Standards (including CVC or CVV2), data at any time. You can find information about the PCI Standards on the PCI Council's website.
 - d. **Data Processing.** You are the data controller and we are the data processor in relation to Personal Data processed on your behalf under this Agreement, except that we will be a data controller in relation to Personal Data where we determine the purposes and manner in which the Personal Data is processed (including, for example, in complying with any regulations or laws imposed upon us through Network Rules or Financial Services Providers). We will, to the extent that we are a data processor, process Personal Data in accordance with the terms of this Agreement and lawful instructions reasonably given by you to us from time to time, and we will employ appropriate technical and organisational measures to protect such Personal Data. We will not be liable for any claim brought by a data subject arising from any action or omission by us, to the extent that such action or omission resulted from your instructions. In this section, "data controller", "data processor", and "data subject" have the meanings given them in the Model Clauses.
3. **Security and Fraud Controls**
- a. **Finserve's Security:** Finserve is responsible for protecting the security of Data in our possession. We will maintain commercially reasonable administrative, technical, and physical procedures to protect User Data and Personal Data stored in our servers from unauthorised access, accidental loss, modification, or breach, and we will comply with applicable Laws and Network Rules when we handle User and Personal Data. However, no security system is impenetrable and we cannot guarantee that unauthorised parties will never be able to defeat

our security measures or misuse any Data in our possession. You provide User Data and Personal Data to Finserve with the understanding that any security measures we provide may not be appropriate or adequate for your business, and you agree to implement the Security Controls and any additional controls that meet your specific requirements. In our sole discretion, we may take any action, including suspension of your Jenga PGW Account, to maintain the integrity and security of the Services or Data, or to prevent harm to you, us, Customers, or others. You waive any right to make a claim against us for losses you incur that may result from our actions.

- b. **Your Security:** You are solely responsible for the security of any Data on your website, your servers, in your possession, or that you are otherwise authorised to access or handle. You will comply with applicable Laws and Network Rules when handling or maintaining Data, and will provide evidence of your compliance to us upon our request. If you do not provide evidence of such compliance to our satisfaction, we may suspend transactions on your account or terminate this Agreement.
 - c. **Security and Fraud Controls:** We may provide or suggest Security Controls to you, but we cannot guarantee that you or Customers will never become victims of fraud. Any Security Controls we provide or suggest may include processes or applications developed by Finserve, its affiliates, or other companies.
 - d. You agree to review all the Security Controls we suggest and choose those that are appropriate for your business to protect against unauthorised Transactions and, if appropriate for your business, independently implement other security procedures and controls not provided by us. If you disable or fail to properly use Security Controls, you will increase the likelihood of unauthorised Transactions, Disputes, fraud, losses, and other similar occurrences.
 - e. You are solely responsible for losses you incur from the use of lost or stolen payment credentials or accounts by fraudsters who engage in fraudulent Transactions with you, and your failure to implement Security Controls will only increase the risk of fraud. We may assist you with recovering lost funds, but you are solely responsible for losses due to lost or stolen credentials or accounts, compromise of your username or password, changes to your Payout Account, and any other unauthorised use or modification of your Jenga PGW Account.
 - f. Finserve is not liable or responsible to you and you waive any right to bring a claim against us for any losses that result from the use of lost or stolen credentials or accounts to engage in fraudulent Transactions, unless such losses result from Finserve's wilful or intentional actions. Further, you will fully reimburse us for any losses we incur that result from the use of lost or stolen credentials or accounts.
 - h. We may also provide you with subjective Data regarding the possibility or likelihood that a Transaction may be fraudulent that require action or review by you. We may incorporate action or inaction by you into any such subjective scoring when identifying future potential fraud. You understand that we provide this Data to you for your consideration, but that you are ultimately responsible for any actions you choose to take or not take in relation to such Data, and for providing inaccurate or incorrect information to us. You are solely responsible for any action or inaction you take based on such Data.
- 4. **Provision of Payment Data upon Termination**
 - 4.1 For 30 days after termination of your Jenga PGW Account, you may request in writing that we provide to an alternative payment services provider the Payment Data regarding Transactions between you and your Customers that you are entitled to receive.
 - 4.2 We may require you to provide evidence that the alternative payment services provider has appropriate systems and security controls as a precondition to the provision of any Payment

Data. In addition, for Payment Data regarding payment card transactions, the payment services provider must be a PCI-DSS Level 1-certified.

- 4.3 Our obligation to comply with a request under this section is limited to the extent commercially reasonable, and we may delay or refuse any request if we believe the payment services provider you have identified does not have systems or security controls in place that are sufficient to protect Payment Data, that the integrity of Payment Data may be compromised, or if Laws or Network Rules prohibit us from providing the Payment Data.

SECTION E: ADDITIONAL LEGAL TERMS

1. Right to Amend

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our website or any other website we maintain or own. We may provide you with Notice of any changes through the Dashboard, via email, or through other means. Your use of the Services, API, or Data after a change has taken effect, constitutes your acceptance of the terms of the modified Agreement. You can access a copy of the current terms of this Agreement on our website at any time. You can find out when this Agreement was last changed by checking the “Last Updated” date at the top of the Agreement. If you do not accept a change to this Agreement, you must terminate the Agreement by closing your Jenga PGW Account before the change takes effect (see Termination for further detail).

2. Assignment

You may not assign this Agreement, any rights or licences granted in this Agreement, or operation of your Jenga PGW Account to others without our prior written consent. If you wish to make such an assignment, please contact us. If we consent to the assignment, the assignee agrees to assume all of your rights and obligations owed by you related to the assignment, and must agree to comply with the terms of this Agreement. Finserve may assign this Agreement without your consent or any other restriction. If we make an assignment, we will provide reasonable Notice to you.

3. Right to Audit

If we believe that a security breach, leak, loss, or compromise of Data has occurred on your systems, website, or app affecting your compliance with this Agreement, we may require you to permit a third-party auditor approved by us to conduct a security audit of your systems and facilities. The auditor will issue a report to us and our Financial Services Providers.

4. No Agency; Third-Party Services

- 4.1 Except as expressly stated in this Agreement, nothing in this Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us, or with any Financial Services Provider. Each party to this Agreement, and each Financial Services Provider, is an independent contractor. Unless a Financial Services Provider expressly agrees, neither you nor we have the ability to bind a Financial Services Provider to any contract or obligation, and neither party will represent that you or we have such an ability.

- 4.2 We may reference or provide access to third-party services, products, and promotions that utilize, integrate, or provide ancillary services to the Services (“Third-Party Services”). These Third-Party Services are provided for your convenience only and do not constitute our approval, endorsement, or recommendation of any such Third-Party Services for you. You access and use any Third-Party Service based on your own evaluation and at your own risk. You understand that your use of any Third-Party Service is not governed by this Agreement. If you decide to use a Third-Party Service, you will be responsible for reviewing, understanding and accepting the terms and conditions associated with its use. We expressly disclaim all responsibility and liability for your use of any Third-Party Service. Please also remember that when you use a Third-Party Service, our Privacy Policy is no longer in effect. Your use of a Third-Party Service,

including those that have a link on our website, is subject to that Third-Party Service's own terms of use and privacy policies.

5. Force Majeure
Neither party will be liable for any delays in processing or other non-performance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; non-performance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Fees, Fines, Disputes, Refunds, Reversals, or Returns under this Agreement.
6. Your Liability For Third-Party Claims Against Us
 - 6.1 You agree to defend Finserve, our affiliates, and their respective employees, agents, and service providers (each a "Finserve Entity") against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a "Claim") brought by a third party against a Finserve Entity, and you agree to fully reimburse the Finserve Entities for any Claims that result from: (i) your breach of any provision of this Agreement; (ii) any Fees, Fines, Disputes, Refunds, Reversals, Returns, or any other liability we incur that results from your use of Payment Services; (iii) negligent or wilful misconduct of your employees, contractors, or agents; or (iv) contractual or other relationships between you and Customers.
 - 6.2 Important Note for Individual Traders: If you are using Services as a sole proprietor, please keep in mind that the Law and the terms of this Agreement consider you and your business to be legally one and the same. You are personally responsible and liable for your use of the Services, payment of Fees, Refunds, Reversals, Fines, losses based on Disputes or fraud, or for any other amounts you owe under this Agreement for your failure to use Security Controls, and for all other obligations to us and to your Customers. You risk personal financial loss if you fail to pay any amounts owed. Please take the time to read our Documentation and take any measures appropriate to protect against such losses.
7. Representations and Warranties
By accepting the terms of this Agreement, you represent and warrant that: (a) you are eligible to register and use the Services and have the authority to execute and perform the obligations required by this Agreement; (b) any information you provide us about your business, products, or services is accurate and complete; (c) any Charges represent a Transaction for permitted products, services, or donations, and any related information accurately describes the Transaction; (d) you will fulfil all of your obligations to Customers and will resolve all Disputes with them; (e) you will comply with all Laws applicable to your business and use of the Services; (f) you will not use Payment Services for household purposes or peer-to-peer money transmission, or (except in the normal course of business) intercompany Transactions; and (g) you will not use the Service, directly or indirectly, for any fraudulent or illegal undertaking, or to interfere in any manner with the normal operation of the Service.
8. No Warranties
 - 8.1 We provide the services and Finserve IP "as is" and "as available", without any express, implied, or statutory warranties of title, merchantability, fitness for a particular purpose, non-infringement, or any other type of warranty or guarantee. No data, documentation or any other information provided by Finserve or obtained by you from or through the services – whether from Finserve or another Finserve entity, and whether or oral or written – creates or implies any warranty from a Finserve entity to you.
 - 8.2 You affirm that no Finserve entity controls the products or services that you offer or sell or that your customers purchase using the payment services. You understand that we cannot guarantee and we disclaim any knowledge that your customers possess the authority to, or will complete any transaction.

- 8.3 The Finserve entities disclaim any knowledge of, and do not guarantee: (a) the accuracy, reliability, or correctness of any data provided through the services; (b) that the services will meet your specific business needs or requirements; (c) that the services will be available at any particular time or location, or will function in an uninterrupted manner or be secure; (d) that Finserve will correct any defects or errors in the service, API, documentation, or data; or (e) that the services are free of viruses or other harmful code. Use of data you access or download through the services is done at your own risk – you are solely responsible for any damage to your property, loss of data, or any other loss that results from such access or download. You understand that the Finserve entities make no guarantees to you regarding transaction processing times or payout schedules.
- 8.4 Nothing in this agreement operates to exclude, restrict or modify the application of any implied condition, warranty or guarantee, or the exercise of any right or remedy, or the imposition of any liability under law where to do so would: (a) contravene that law; or (b) cause any term of this agreement to be void.
9. Limitation of Liability
- 9.1 Under no circumstances will any Finserve Entity be responsible or liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use the Services or for the unavailability of the Services, for lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to this Agreement or your use of the Services, even if such damages are foreseeable, and whether or not you or the Finserve Entities have been advised of the possibility of such damages.
- 9.2 The Finserve Entities are not liable, and deny responsibility for any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorised access or use of the Services, your Jenga PGW Account, or Data, or your failure to use or implement anti-fraud measures, the Security Controls, or any other data security measure. The Finserve Entities further deny responsibility for all liability and damages to you or others caused by (a) your access or use of the Services inconsistent with the Documentation; (b) any unauthorised access of servers, infrastructure, or Data used in connection with the Services; (c) interruptions or cessation of the Services; (d) any bugs, viruses, or other harmful code that may be transmitted to or through the Services; (e) any errors, inaccuracies, omissions, or losses in or to any Data provided to us; (f) third-party content provided by you; or (g) the defamatory, offensive, or illegal conduct of others.
- 9.3 You agree to limit any additional liability not disclaimed or denied by the Finserve Entities under this Agreement to your direct and documented damages; and you further agree that under no circumstances will any such liability exceed in the aggregate the amount of Fees paid by you to Finserve during the three-month period immediately preceding the event that gave rise to your claim for damages.
- 9.4 These limitations on our liability to you will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.
10. Responding to Legal Process
- Finserve may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order (“Legal Process”) that we believe to be valid. We or any Financial Services Provider may deliver or hold any funds or, subject to the terms of our Privacy Policy, any Data as required under such Legal Process, even if you are receiving funds or Data on behalf of other parties. Where permitted by Law, we will make reasonable efforts to provide you Notice of such Legal Process by sending a copy to the email address we have

on file for you. Finserve is not responsible for any losses, whether direct or indirect, that you may incur as a result of our response or compliance with a Legal Process.

11. Dispute Resolution; Agreement to Arbitrate

- a. Governing Law shall be the laws of Kenya including statutes, regulations, regulatory guidelines and judicial or administrative interpretations rules.
- b. Binding Arbitration: Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitral, will be referred to and finally determined by arbitration in accordance with the Rules of Arbitration of the London court of International Arbitration "The Rules" by a single arbitrator in accordance with the rules. The place of the arbitration will be Nairobi Kenya in accordance to the provision of the Arbitration Act (No.5 of 1995) or such other statutory modification or enactment in place thereof. If the Parties cannot agree on an arbitrator within seven (7) days of either Party indicating in writing to the other the need to have an arbitrator appointed, the arbitrator shall be appointed at the request of either Party by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitrators. The language to be used in the arbitral proceedings will be English. The judgement of the arbitrator will be final and binding upon the parties.
- c. Fees: Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of the court reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to this Agreement, the arbitrator will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defences on which it prevails, and any opposing awards of costs and attorneys' fees awards will be offset.
- d. Confidentiality: The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits.

12. Entire Agreement

This Agreement and all policies and procedures that are incorporated by reference constitute the entire agreement between you and Finserve for provision and use of the Services. Except where expressly stated otherwise in a writing executed between you and Finserve, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services. If any provision or portion of this Agreement is held to be invalid or unenforceable under Law, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

13. Indemnity

You shall indemnify, defend and hold Finserve and its affiliates blameless from and against all claims, actions, suits or other proceedings, and any and all losses, judgments, damages, expenses or other costs (including reasonable counsel fees and disbursements), arising from or in any way relating and not limited to:

- 13.1 Any actual or alleged violation or inaccuracy of any representation or warranty of you contained herein;
- 13.2 Any products or services offered;
- 13.3 Any actual or alleged infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by Finserve of the your Copyrights and Marks as contemplated by this Agreement;

13.4 Any negligent act or omission or wilful misconduct of You or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement; or

13.5 Any use or disclosure by you of the Shared Customer Data in a manner not in accordance with the Applicable Law.

14 Survival

All provisions of this Agreement that give rise to a party's ongoing obligation will survive termination of this Agreement, including but not limited to **Sections A.3** ("Your Relationship with Your Customers"), A.6 ("Taxes and Other Expenses"), A.7 ("Service Limitations, Prohibited Activities, and Security Controls"), A.8 ("Suspicion of Unauthorised or Illegal Use"), A.9 ("Disclosures and Notices; Electronic Signature Consent"), A.10.b ("Effects of Termination"), B.2 ("Ownership of Finserve IP"), C.6 ("Specific Payment Methods"), C.7 ("Transfers and Payout Schedule"), C.8 ("Clearing Funds and Reserves"), C.9 ("Security Interests, Collection, and Set-Off Rights"), C.10 ("Reconciliation and Error Notification"), C.11 ("Dormant Accounts"), D.3 ("Security and Fraud Controls"), D.4 ("Transfer of Payment Data upon Termination"), E.4 ("No Agency; Third-Party Services"), E.5 ("Force Majeure"), E.6 ("Your Liability for Third-Party Claims Against Us"), E.7 ("Representations and Warranties"), E.8 ("No Warranties"), E.9 ("Limitation of Liability"), E.10 ("Responding to Legal Process"), E.11 ("Dispute Resolution; Agreement to Arbitrate"), E.12 ("Entire Agreement"), and E.13 ("Survival"); and any related terms in the Agreement.

SCHEDULE 1: PRE-REQUISITE INFORMATION

The Prerequisite information is:

- i) your business or trade name,
- ii) address,
- iii) email,
- iv) phone number,
- v) certificate of incorporation,
- vi) ID/Passport/government issued document of legal representative
- vii) URL,
- viii) the nature of your business or activities,
- ix) and certain other information about you that we require.

We may also collect personal information (including name, birthdate, and government-issued identification number) about your beneficial owners, principals, and your Jenga PGW Account administrator.

SCHEDULE 2: PROHIBITED BUSINESSES

The following categories of businesses and business practices are prohibited from using the Finserve Service ("Prohibited Businesses"). Prohibited Business categories may be imposed through Network Rules or the requirements of our Financial Services Providers. The types of businesses listed in the right column are representative, but not exhaustive. If you are uncertain as to whether your business is a Prohibited Business, or have questions about how these requirements apply to you, please contact us.

By registering with us, you are confirming that you will not use the Service to accept payments in connection with the following businesses, business activities or business practices.

Financial and professional services;

Investment & credit services	Securities brokers; mortgage consulting or debt reduction services; credit counselling or repair; real estate opportunities; lending instruments
Money and legal services	Money transmitters, check cashing, wire transfers, money orders; currency exchanges or dealers; bail bonds; collections agencies; law firms collecting funds for any purpose other than to pay fees owed to the firm for services provided by the firm (e.g., firms cannot use Finserve to hold client funds, collection or settlement amounts, disputed funds, etc.)
Virtual currency or stored value	Virtual currency that can be monetized, resold, or converted to physical or digital products and services or otherwise exit the virtual world (e.g., Bitcoin); sale of stored value or credits maintained, accepted and issued by anyone other than the seller

IP Infringement, regulated or illegal products and services

Intellectual property or proprietary rights infringement	Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; any product or service that directly infringes or facilitates infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party; use of Finserve intellectual property without express consent from Finserve; use of the Finserve name or logo including use of Finserve trade or service marks inconsistent with the Finserve Marks Usage Agreement, or in a manner that otherwise harms Finserve or the Finserve brand; any action that implies an untrue endorsement by or affiliation with Finserve
Counterfeit or unauthorized goods	Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported
Gambling	Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance
Regulated products and services	sale of tobacco, e-cigarettes, and e-liquid; online pharmacies; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a Country-by-Country basis
Adult content and services	Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features

Unfair, predatory, or deceptive practices

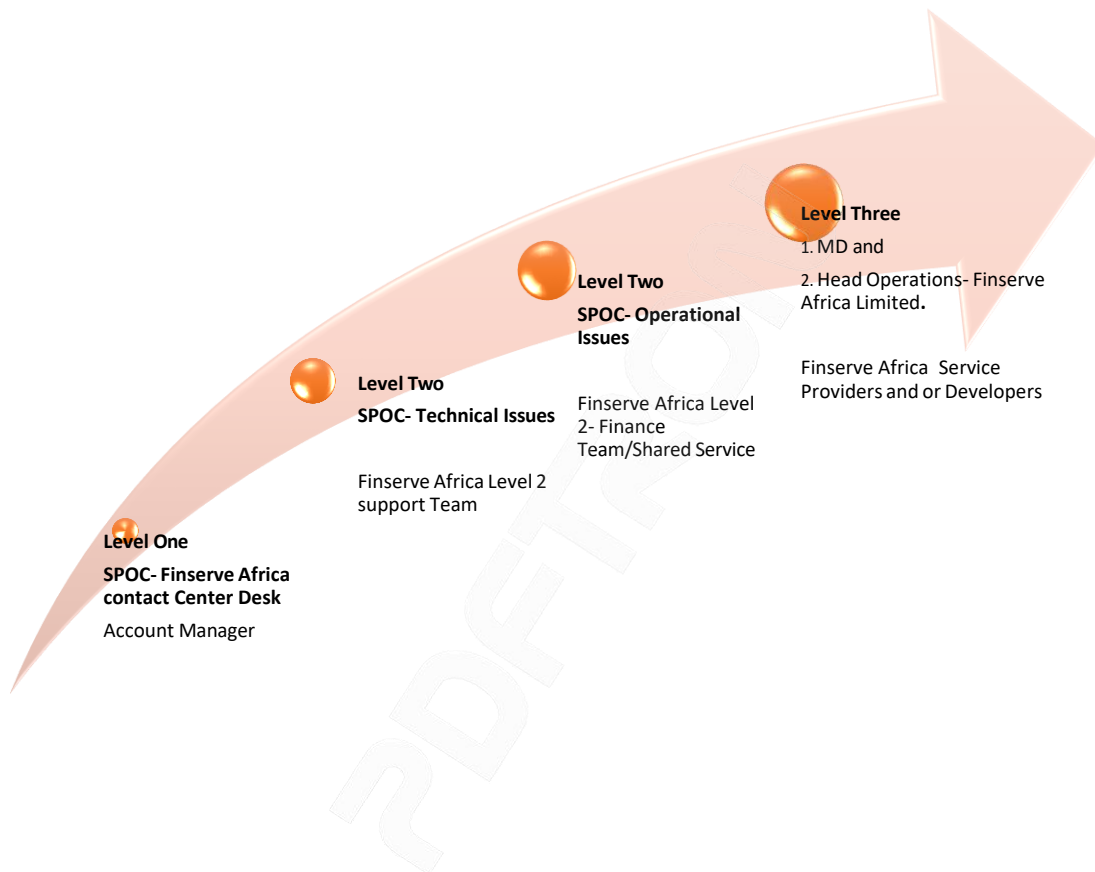
Get rich quick schemes	Investment opportunities or other services that promise high rewards
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Mug shot publication or pay-to-remove sites	Platforms that facilitate the publication and removal of content (such as mug shots), where the primary purpose of posting such content is to cause or raise concerns of reputational harm
No-value-added services	Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers

Products or services that are otherwise prohibited by our financial partners

Aggregation	Engaging in any form of licensed or unlicensed aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds
Drug paraphernalia	Any equipment designed for making or using drugs, such as bongos, vaporizers, and hookahs
High risk businesses	Bankruptcy lawyers; computer technical support; psychic services; cruises; timeshares; prepaid phone cards, phone services, and cell phones; telemarketing, telecommunications equipment and telephone sales; drop shipping; forwarding brokers; negative response marketing; credit card and identity theft protection; the use of credit to pay for lending services; any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies
Multi-level marketing	Pyramid schemes, network marketing, and referral marketing programs
Pseudo pharmaceuticals	Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body
Social media activity	Sale of Twitter followers, Facebook likes, YouTube views, and other forms of social media activity
Substances designed to mimic illegal drugs	Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)
Video game or virtual world credits	Sale of in-game currency unless the merchant is the operator of the virtual world
Use of Finserve in a manner inconsistent with its intended use or as expressly prohibited in the Finserve Services Agreement	Use of Finserve principally as a virtual terminal (e.g., submitting card transactions by manually inputting card information); processing where there is no bona fide good or service sold, or donation accepted; card testing; evasion of card network chargeback monitoring programs; sharing cardholder information with another merchant for payment cross-sell product or service

Schedule 3- Service Escalation Matrix





Escalation Contacts- Finserve Africa Limited

A Ticket Number will be obtained from the chat BOT or support@jengahq.io before contacting the personnel below.

levels	Staff Escalation	Role	Email	Phone
LEVEL 3	ALVIN OKARI	MD FINSERVE	Alvin.okari @finserve.africa	0763333303
LEVEL 2	FINSERVE FINANCE	FINANCE	Finserve_Finance@equitybank.co.ke	0763026305
	FINSERVE OPERATIONS	OPERATIONS	FinserveOpsTeam@equitybank.co.ke	0763027518
	FINSERVE PRODUCTS TEAM	PRODUCTS SUPPORT	Finserve_Products@equitybank.co.ke	0763027563
LEVEL 1	FINSERVE SUPPORT	FINSERVE CUSTOMER EXPERIENCE	Chat BOT support@jengahq.io	0763063000
	FINSERVE SALES	ACCOUNT MANAGERS	Finserve_jengaSales@finserve.africa	0763027596



ACCEPTANCE OF JENGA PAYMENT GATEWAY AGREEMENT:

By signing this Form the Merchants signifies and authorizes that it has read it and agrees to its terms.

JENGA PAYMENT GATEWAY AGREEMENT

BETWEEN

FINSERVE AFRICA LIMITED

AND

Reviewed and approved by authorized representative of -----

(1) Name :

Designation :

Date Approved:

(2) Name :

Designation :

Date Approved: