

# OAKRING TRADE LLC

## Terms of Use

This Terms of Service (“Agreement”) is a contract between You and **Oakring Trade LLC**. (“**Oakring Trade**”) and applies to Your use of the **Oakring Trade Services**.

### SECTION 1: GENERAL TERMS

#### A. Service Introduction:

- a. **Oakring Trade** provides an Internet Investment and E-Trading website including an application programming interface and supporting infrastructure from PayPal and MonetBil that enables **You** to deposit and receive end user funds and alternative payments for digital goods and services (the “**Oakring Trade Service**”). The **Oakring Trade Service** also includes the following services along with any other products or services offered by **Oakring Trade** through any other means:
  2. “MonetBil” is an alternative and local payments product that enables You to accept local credit card payments, e-wallets, bank transfer, mobile payments, cash payments, prepaid cards and other non-credit-card based options.
- b. PayPal” is a credit card payment application that enables You to accept payments via the MasterCard, Visa, American Express, and Discover networks;

You will use the **Oakring Trade Service** for the purpose of Buying Digital Assets like: Cryptocurrencies, Stocks, Indices, Tokens and more; depositing and receiving payments from end users, according to the terms of this Agreement, and solely for the digital goods and/or services You have listed in Your **Oakring Trade** Trading account.

#### B. Your **Oakring Trade** Account

- a. To register for an **Oakring Trade** Account, You or the person or people submitting the application (Your “Representative”) must provide us with Your Legal and or trade name, address, email, phone number, Preferred payment channel, and certain other information about You that we require. We may also collect, amongst others, personal information (including name, birthdate, and government-issued identification number) about Your beneficial owners, principals, and Your **Oakring Trade** Account administrator. Until You have submitted, and we have reviewed and approved all required information, Your **Oakring Trade** Account will be available to You on a preliminary basis only, and we may terminate it at any time and for any reason.
- b. **Oakring Trade** and its affiliates may provide Services to You or Your affiliates in other countries or regions as permitted or under separate agreements. Only businesses (including sole proprietors), bona fide charitable organizations, and other entities or persons located in UN are eligible to apply for a **Oakring Trade** Account to use the Services described in this Agreement.

- c. You may only use **Oakring Trade** Services to facilitate Transactions with Your Customers. You may not use **Oakring Trade** Services to send money to others, to conduct any personal or noncommercial transactions, or for any other purposes prohibited by this Agreement.
- d. If You use PayPal, your name or the name You provided to us and Your URL may appear on the end users' bank or other statements. To minimize confusion and avoid potential disputes, these details must be recognizable to Your end user and must accurately describe Your business or activities.

#### C. Account Validation and Underwriting

- a. At any time during the term of this Agreement and Your use of the **Oakring Trade** Services, we may require additional information from You to verify beneficial ownership or control of the Account, validate information You provided, verify Your or Your Representative's identity, and assess the risk associated with Your Account. This additional information may include business invoices, copies of government-issued identification, business licenses, or other information related to Your Account, its beneficial owners or principals. If You use PayPal 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 **Oakring Trade** Account. Furthermore, **Oakring Trade** reserves the right to suspend or cancel any transactions processed via the PayPal and or MonetBil services in case of Your failure to comply with this agreement.
- b. You authorize 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. 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 **Oakring Trade** Account. **Oakring Trade** may periodically update this information as part of our underwriting criteria and risk analysis procedures.

#### D. Changes In Your **Oakring Trade** Profile

- a. You agree to keep the information in Your **Oakring Trade** Account current. You must promptly update Your **Oakring Trade** 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 **Oakring Trade** Account or terminate this Agreement if You fail to keep this information current. b. You also agree to promptly notify us in writing no more than three days after any of the following occur: You are the subject of any voluntary or involuntary insolvency petition or proceeding, receivership, bankruptcy, or similar action; 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; 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; or You receive a judgment, write or warrant of attachment or execution, or levy against 25% or more of Your total assets.

#### E. Your Obligations

- a. You are obliged to provide **Oakring Trade** all the details in respect of its offices locations, their registered addresses and contacts, all "doing business as" (DBA) names used by You, key personnel, ownership structure, a complete list with the detailed description of the services and goods provided by You as listed in Your **Oakring Trade** account and / or submitted to **Oakring Trade** in accordance to this Agreement, and any business strategy to enlarge / reduce the list of services / goods associated with Your **Oakring Trade** account. You shall immediately inform **Oakring Trade** in writing of any significant litigation, enforcement action, governmental inquiry, claim, or other fact that relates to the performance of this Agreement, any changes to its business model (including any change of control and / or constitution), goods and / or services it trades, mines or distributes or of any changes in regulatory requirements to which it is subject (including but not limited to changes to or the revocation of the licenses it requires for the account), which might have an adverse impact / effect on **Oakring Trade**'s compliance with applicable laws and any regulatory requirements.
- b. You acknowledge that **Oakring Trade** has the right to terminate this Agreement with immediate effect or amend the terms of this Agreement, including but not limited to Revenue Share, payout terms, and rolling reserve, in response to Your disclosures or any change of circumstances under this Section. If You do not provide the required information to **Oakring Trade** and apply preventive actions, in the case that **Oakring Trade** or You discover suspicious and / or fraudulent activity, you shall indemnify **Oakring Trade** against all losses arising out of Your failure to notify **Oakring Trade** of any changes that are relevant for compliance with regulatory requirements and standards applicable to **Oakring Trade** or You.
- c. In the event that You owe any amount to **Oakring Trade** for any reason under this Agreement, you shall also be liable for any additional costs associated with the collection of the amount owed, including without limitation attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees and any applicable interest. **Oakring Trade** may also collect such amounts by deducting the amount from Your account. Your failure to fully pay the amounts owed will be a material breach of this Agreement.
- d. Furthermore, you are obliged and agree:
  - a. 1. to comply with the approved Standards by the Corporations and incorporate on an ongoing basis all the applicable amendments into its business process;

2. to fully accept that the Corporations are the sole and exclusive owners of their marks (“Marks”) and therefore can make a decision to prohibit You from using the Marks at any time for any reasons without advance notification;
3. that You are not permitted to contest the ownership of the Marks for any reason;
4. that the Corporations have the right to enforce any provisions of their Standards and to prohibit You and / or **Oakring Trade** from engaging in any conduct that any of the Corporations deem could injure or create the risk of injury to any of the Corporations, including damage of reputation, adversely affect the integrity of their systems and etc.;
5. to cooperate with **Oakring Trade** to investigate any suspected illegal, fraudulent or improper activities; and,
6. that the Standards promulgated by the Corporations will govern if there is any inconsistency between any provision of this Agreement and the Standards.

#### F. Service Limitations, Prohibited Activities and Compliance with Laws

- a. You may not use the Services, for Your benefit or the benefit of another, for any activities **Oakring Trade** has identified as a prohibited business or activity (collectively, “Prohibited Businesses”). Prohibited Businesses include use of the Services in or for the benefit of a Criminal organization, Obscure or Artificial entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States and other Nations in the UN. Please review the list of Prohibited Businesses and Sanctioned Countries thoroughly before registering for and opening a **Oakring Trade** Account. If You are uncertain whether a category of Asset or Token is prohibited or have questions about how these restrictions apply to You, please contact us. We may add to or update the Prohibited Activities list at any time.
- b. You may not use the Services to facilitate illegal Transactions or to permit others to use the Services for Fraudulent, Inhumane, or Criminal purposes. In addition, you should not allow, and may not allow others to:
  - (I) access or attempt to access non-public **Oakring Trade** 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
- (VIII) impose an unreasonable or disproportionately large load on the Service.

c. You agree that You will deliver the content and service in compliance with all applicable local, state, national and international laws, rules and regulations, including any laws regarding privacy and the transmission of technical data exported from Your country of residence. You will not authorize nor otherwise encourage any third party to

(a) interfere or attempt to interfere with the proper working of the **Oakring Trade** Service or prevent others from using the **Oakring Trade** Service; or

(b) use the **Oakring Trade** Service for any fraudulent or unlawful purpose. Violation of any of the foregoing may result in immediate termination of this Agreement, at **Oakring Trade** 's sole discretion, and may subject You to state and federal penalties and other legal consequences. **Oakring Trade** reserves the right, but will have no obligation, to review Your display of and use of the **Oakring Trade** Service in order to determine whether a violation of this Agreement has occurred or to comply with any applicable law, regulation, legal process, or governmental request.

## G. Representations and Warranties

a. Without limiting any other representation, warranty or covenant herein, each party hereby represents and warrants to the other party that:

(a) it has the full right, power and authority to enter into this Agreement;

(b) this Agreement is a valid and binding obligation of such party; and

(c) it has obtained and shall maintain throughout the term of this Agreement all necessary licenses, authorizations, approvals and consents to enter into and perform its obligations hereunder in compliance with all applicable laws, rules and regulations.

b. You represent and warrant to **Oakring Trade** that it lawfully owns the rights to all content in Your Account and its website, including any trademarks, trade names, copyrights, and other intellectual property.

## SECTION 2: OAKRING TRADE'S TECHNOLOGY

### A. License

a. **Oakring Trade** hereby grants to You a non-exclusive, non-transferable, revocable, worldwide license to access and use the **Oakring Trade** Service for incorporation into any of Your social media, online application, mobile application, website, Smart TV, or any other medium that is approved by

**Oakring Trade** (each, an “Account” and together, the “Accounts”) for the term specified below.

b. **Oakring Trade** manages a portfolio, which is updated from time to time, of names, logos, unregistered, assets, tokens and registered trademarks, copyrights, and other branding materials in supporting documentation that relate to the **Oakring Trade** Services (the “Licensed Material”). **Oakring Trade** grants You a non-exclusive, non-transferable, revocable, worldwide license to use the Licensed Material, for the sole purposes of promoting the **Oakring Trade** Services during the Term, provided that:

1. Your use of the Licensed Material is subject to **Oakring Trade**’s then current policies and procedures, as notified in writing from time to time;
2. You acknowledge and agree that any use of the Licensed Material is solely as licensee from **Oakring Trade** and that any goodwill arising from Your use of the Licensed Material will be for the benefit of **Oakring Trade**; and
3. **Oakring Trade** may limit, expand, or terminate this license with prior written notice at any time.

c. You grant to **Oakring Trade** a non-exclusive, non-transferable, revocable, and royalty-free worldwide license to use the names, logos, and unregistered or registered trademarks that relate to You or the Account(s) for the purposes of promoting the availability of the **Oakring Trade** Services for the Asset(s). **Oakring Trade** acknowledges and agrees that any use of the trademarks is solely as licensee from You and that any goodwill arising from **Oakring Trade**’s use of the trademarks will be for the benefit of You.

#### B. Delivery

a. You agree to implement the **Oakring Trade** Service on its Websites, and make it available to its user base in order to receive payments revenue.

### SECTION 3: PAYMENT TERMS

#### A. Fees and Fines

a. **Oakring Trade** will provide the **Oakring Trade** Services to You at the rates and for the fees (“Fees”) described in the Fee schedule. The Fees include charges for Transactions (such as processing a payment) and for other events connected with Your **Oakring Trade** Account (such as handling a disputed charge). By registering for **Oakring Trade**, you are requesting the application of blended merchant service charges to Your payment card transactions, and the fee information in this Agreement is presented in accordance with this request. We may revise the Fees at any time upon 30 days’ notice to You. We may charge additional Fees for cross-border transactions or foreign exchange services. In addition to the Fees, you are also responsible for any penalties or fines imposed on You or **Oakring Trade** by any bank, money services business, payment network, financial institution or other financial intermediary

resulting from Your use of **Oakring Trade** Services in a manner not permitted by this Agreement or a Services Provider's rules and regulations.

- b. For PayPal and MonetBil services You request a complete blending of Fees for payment card processing for all merchant services charges (MSC) for all payment card brands and categories irrespective of the underlying differences in interchange fees. If You do not understand the Fee Schedule or You have a question about Fees, or wish to receive unblended rates for payment card processing, please contact us.

## B. Payment Service Providers and Payment Method Providers

- a. Your use of the **Oakring Trade** Services is subject to additional terms that apply between You and one or more of **Oakring Trade**, a **Oakring Trade** affiliate, or a Payment Services Provider ("Payment Services Terms"). By using the **Oakring Trade** Services, you agree to the PayPal and MonetBil Services Terms and applicable Payment Terms as set out.
- b. We may add or remove Payment Services Providers or payment methods at any time. The Payment Service Terms and Payment Terms may also be amended from time to time. Your continuing use of the **Oakring Trade** Services constitutes Your consent and agreement to such additions, removals and amendments.
- c. You authorize Payment Services Providers to hold, receive, and disburse funds on Your behalf; and to instruct such Payment Services Providers as to how and when funds are transferred to You. You also authorize us to designate which Payment 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 Payment Services Provider, and transfers to You from this account will be a full and final payment by the Payment Services Provider to You.

## C. Terms of Payment

- a. **Oakring Trade** shall pay You the Total Net Revenue (as defined in Section 3. (C.) (e.) below) generated by the sale of goods, virtual goods, intangible services, tokens, and virtual currency as a result of Your use of the **Oakring Trade** Service.
- b. You shall be responsible for the costs **Oakring Trade** incurs to remit the Total Net Revenue to You under this Agreement, including but not limited to wire transfer fees and any third-party processing fees ("Remittance Costs") as defined in the fee schedule.
- c. If for any reason **Oakring Trade** is required or resolves to issue a refund to any end user for a transaction, including where the original third-party payment option used does not allow refunds, you shall be responsible for total amount of the refund, including the

costs of issuing a refund and any third-party payment processor fees (collectively, “Refund Costs”), as defined in the fee schedule, if **Oakring Trade** issues a refund via a different payment method.

- d. Within the **Oakring Trade** Account Area, **Oakring Trade** will provide You with access to a reporting tool that will display the suggested value added tax (“VAT”) that You may be required to remit to various tax authorities for end user transactions in select territories. For each relevant transaction, the report shall display the VAT rate that is independently provided by Avalara AvaTax, a third-party tax service, through the report. **Oakring Trade** provides this report functionality at a cost per relevant end user transaction within the territory of 0.05 EUR, if You are incorporated in the European Union, or \$0.05 GBP, if You are incorporated in any other jurisdiction (“Tax Calculation Cost”). The reporting tool is provided for Your convenience and **Oakring Trade** is not responsible for and shall not be involved in any tax preparation or remittance on behalf of You.
- e. "Total Net Revenue" means gross revenues paid by end-users and mining operations to You via the **Oakring Trade** Service less **Oakring Trade**'s Revenue Share and monthly account fees (as detailed in Fee schedule), third party payment processor fees, Remittance Costs, Refund Costs, Tax Calculation Costs, deductions for fraud, chargebacks, chargeback fees, currency exchange rate fluctuation differences, currency exchange fees, any and all associated mailing or shipping costs if You request for physical copies of agreements/documents, and any uncollected amounts.
- f. You shall be solely responsible for determining which taxes, if any, apply to the payments received, and to report and remit the correct tax to the appropriate tax authority. **Oakring Trade** is not obligated to determine whether taxes apply, and is not responsible to collect, report, or remit any taxes arising from any transaction. You shall be solely responsible for the timely payment of all applicable federal, state or local taxes, including any VAT, sales, use, excise or transfer taxes, and other taxes associated with payments to You under this Agreement, except for taxes assessed on **Oakring Trade**'s net income and local taxes that are already paid by **Oakring Trade** or by third party processors. You shall indemnify **Oakring Trade** against any losses, costs, liabilities, expenses, including attorneys' fees arising out of Your failure to fully comply with this section.

#### D. Payment Logistics and Timeframes

- a. The Total Net Revenue collected by **Oakring Trade** will be sent by **Oakring Trade** to You once a year, within five (5) business days from the 1st of the month of July, provided that amounts of less than one hundred dollars (\$100.00) will be held until amounts due equal or exceed one hundred dollars (\$100.00).
- b. Depending on the location of the payment and the payment method selected, most third-party payment providers remit the funds to **Oakring Trade** on Net 30 payment terms



from the end of the month in which the end user transaction occurs. For select markets or payment options, the collection timeframe can be Net 45, Net 60, Net 90, or longer. The expected Total Net Revenue payout timeframes and amounts will be displayed to You in the **Oakring Trade** Accounts Area and accessible with a username and password.

- c. The Payout Report provided in the **Oakring Trade** Account Area shall display the tentative amount of Total Net Revenue that will be paid out to You. The actual payout may fluctuate based on Rolling Reserve (as detailed in Section 3. (H.) below) currency exchange rates, uncollected amounts, risk adjustments, chargebacks, reversals and other third-party fees.
- d. You shall notify **Oakring Trade** within six (6) weeks after the receipt of a payment if You wish to dispute the amount of any payout for the applicable transactions (“Dispute Period”). After the expiration of the Dispute Period, the payout and **Oakring Trade**’s reporting regarding those

#### E. Payment Service Providers and Payment Methods Providers

- a. Your use of the **Oakring Trade** Services is subject to additional terms that apply between You and one or more of **Oakring Trade**, a **Oakring Trade** affiliate, or a **Oakring Trade** Services Provider (“**Oakring Trade** Services Terms”). In addition, unique terms and conditions may also apply to specific payment methods or networks (“Payment Terms”). By using the **Oakring Trade** Services, you agree to the **Oakring Trade** Services Terms and applicable Payment Terms.
- b. We may add or remove **Oakring Trade** Services Providers or payment methods at any time. The Payment Service Terms and Payment Terms may also be amended from time to time. Your continuing use of the **Oakring Trade** Services constitutes Your consent and agreement to such additions, removals and amendments.
- c. You authorize **Oakring Trade** Services Providers to hold, receive, and disburse funds on Your behalf; and to instruct such **Oakring Trade** Services Providers as to how and when funds are transferred to You. You also authorize us to designate which **Oakring Trade** 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 **Oakring Trade** Services Provider, and transfers to You from this account will be a full and final payment by the **Oakring Trade** Services Provider to You.

#### F. Credit Card Acceptance

- a. When accepting payment card payments, you must comply with all Network Rules applicable to merchants, including the Network Rules provided by Visa, MasterCard,

and American Express. These Network Rules state that You may only accept payment using payment cards for bona fide legal commercial transactions, may only use payment network trademarks or service marks consistent with the Network Rules, and may not discriminate by card type or charge surcharges for acceptance of payment cards. The payment card networks may amend the Network Rules at any time without notice to You, and **Oakring Trade** reserves the right to change the **Oakring Trade** 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 Services Providers, including assigning Your business activities to a particular payment network merchant category code (MCC). 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 authorize the Charge. High chargeback rates (typically those exceeding 1%) may result in Your inability to use the **Oakring Trade** Services.

- b. 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 **Oakring Trade** Services on behalf of others,
  - (IV) submitting what You believe or know to be a fraudulent Charge, or
  - (V) using **Oakring Trade** Services in a manner that is an abuse of Services Providers' networks or a violation of Network Rules. If You misuse the **Oakring Trade** 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 **Oakring Trade** 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.

#### G. Refunds

- a. **Oakring Trade** may issue refunds to You based on its sole discretion in response to end-user inquiries or if **Oakring Trade** determines that the account is fraudulent, was submitted by a non-verified user, or if it is an otherwise illegal transaction. If **Oakring Trade** fails to receive the appropriate confirmation from You or if an end user inquiry about any transaction, **Oakring Trade** will contact You for more information and / or to confirm whether the Trades or services were actually transacted. All notifications will be sent to the email address that You provide to **Oakring Trade**. If You do not

adequately respond to **Oakring Trade** within three (3) days of **Oakring Trade**'s request, **Oakring Trade** will not issue a refund or payout to the you without further notice. For all refunds and payouts processed, you shall be responsible to reimburse **Oakring Trade** for all Refund Costs as detailed in Section 3. (C.) (c.) of this Agreement.

#### H. Rolling Reserve and other Risk Measures

- a. **Oakring Trade** may implement a "Rolling Reserve" to mitigate the risk of fraud, chargebacks or any other applicable risks. The Rolling Reserve rate shall initially be set to 5% of the gross transaction amount. **Oakring Trade** may change the amount of the Rolling Reserve depending on the transaction history and risks associated with Your account. You irrevocably authorize **Oakring Trade** to deduct from the Rolling Reserve or any payout owed to You the amount necessary to cover Refund Costs, chargebacks, amounts for fraud, or other amounts due to: **Oakring Trade**; any payment provider; MasterCard, VISA, other card networks, and related corporations (collectively, the "Corporations"); or penalties based on Your violation of any of the respective party's terms of service. **Oakring Trade** will pay out the remainder of the Rolling Reserve to You on a monthly basis beginning six (6) months after the month in which the revenues were processed.
- b. If **Oakring Trade**, in its sole discretion, determines that the measures in Section 3. (H.) (a.) are insufficient to address the high level of risk with Your account, **Oakring Trade** may take further reasonable actions it deems are necessary regarding Your account, including requesting additional collateral from You such as a letter of credit or personal guaranty.

#### I. Fraud and Chargebacks

- a. **Oakring Trade** will not be obligated to pay for any fraudulent actions generated by any person, bot, automated program, or similar device on PayPal, MonetBil or any other **Oakring Trade** product, where it is not expressly stated that the fraud is covered, in connection with any payment collected by **Oakring Trade**, as reasonably determined by **Oakring Trade**. You are solely liable to **Oakring Trade** for the full amount of all chargebacks plus associated fees, fines, expenses or penalties (including those assessed by the Corporations or any payment provider). **Oakring Trade** may recover these amounts by debiting Your Rolling Reserve account or setting off any amount owed to You. If **Oakring Trade** determines in its reasonable discretion that a chargeback is likely for any transaction, **Oakring Trade** may withhold the amount of a transaction until the expiration of the period during which the end user may dispute the transaction, the chargeback is processed, or **Oakring Trade** determines that a chargeback will not occur. Additional restrictions, fees, penalties, or fines may apply if **Oakring Trade**, the Corporations, or any payment provider determines that You are incurring excessive chargebacks. Excessive chargebacks may result in changes to the Rolling Reserve terms, Revenue Share, holds on payouts to You, suspension of the **Oakring Trade** Services, or termination of this Agreement.

- b. You authorize **Oakring Trade** to contest any chargebacks (or any subsequent appeals thereof) against third parties on behalf of You, if **Oakring Trade** chooses to do so in its sole discretion. This provision applies so long as **Oakring Trade** has an interest in the chargeback even if any of the following events occurs to You including but not limited to: the filing of or commencement of bankruptcy proceeding or insolvency whether voluntary or involuntary, the dissolution of its entity, or the liquidation of Your assets. You agree to cooperate and provide all information that **Oakring Trade** requests from You for the purposes of investigating and/or contesting a chargeback. **Oakring Trade** will send such requests to the email address that You provide to **Oakring Trade** and You must provide a full response to the request within fourteen (14) days, unless another timeframe is specified in the request. If You do not meet these requirements, you shall nonetheless be responsible for all costs or losses that **Oakring Trade** incurs as a result of Your failure to comply with this section, in addition to the chargeback amounts plus associated fees, fines, expenses or penalties (including those assessed by the Corporations or any payment provider). **Oakring Trade** assumes no liability for the resolution of any chargeback case.
- c. You acknowledge and agree that notwithstanding the termination of this Agreement for any reason, **Oakring Trade** shall remain entitled to contest and recover chargebacks from You (and, where if relevant, from any party who has provided **Oakring Trade** with a guarantee or security relating to Your obligations under this Agreement) that occur in relation to transactions effected during the term of this Agreement.

#### SECTION 4: DATA PROTECTION, SECURITY COMPLIANCE & PRIVACY

##### A. Security of Your Account Access

- a. You agree to:
- (I) Not allow anyone else to have or use Your password details and to comply with all reasonable instructions we may issue regarding account access and security. In the event You share Your password details, **Oakring Trade** will not be liable to You for losses or damages;
  - (II) In addition, you may create a Sub-Account, protected by a Username and a Password, to provide limited access to anyone else who You require to periodically consult information of Your **Oakring Trade** Account
  - (III) Keep Your personal details up to date. We may be unable to respond to You if You contact us from an address, telephone number or email account that is not registered with us; and
  - (IV) Take all reasonable steps to protect the security of the personal electronic device through which You access the **Oakring Trade** Services

## B. PCI Compliance

- a. If You use **Oakring Trade** 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”)
- b. 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.

## C. Data Processing

- a. 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 Services Providers).
- b. 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 organizational 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.

## D. Confidentiality

- a. "Confidential Information" shall mean
  - (a) any data (including any usage data and compilations thereof) relating to the business of the disclosing party, including product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, proposed terms, pricing or rate information, discounts, inventions and know-how disclosed to the other party; and / or
  - (b) any other information designated in writing, or identified orally at time of disclosure, by the disclosing party as "confidential" or "proprietary." During and after the term of this Agreement, the receiving party shall not use for any purpose, or disclose to any third party, any Confidential Information of the disclosing party except as specifically permitted herein. The foregoing restriction does not apply to information that:
    - (I) has been independently developed by the receiving party without access to the other party's Confidential Information;

- (II) has become publicly known through no breach of this Section 4. (D.) by the receiving party;
- (III) has been rightfully received from a third party authorized to make such disclosure;
- (IV) has been approved for release in writing by the disclosing party;
- (V) is required to be disclosed by a competent legal or governmental authority, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to disclosure and assists in obtaining an order to protect the information from public disclosure; or
- (VI) is required by our payment partners for select payment processing services such as credit card, bank transfer or other services

## SECTION 5: ADDITIONAL LEGAL TERMS

### A. Termination

- a. Either party may terminate this Agreement immediately, by providing written notice detailing the reason for termination, in the event that
  - (a) the other party materially breaches any of its obligations under the Agreement;
  - (b) a substantial change in the terminating party's business model or business climate makes this Agreement commercially unfeasible for the terminating party;
  - (c) a petition has been filed or proceedings have commenced for the bankruptcy, dissolution, composition, or liquidation of the other party, whether voluntary or involuntary; or
  - (d) any of the Corporations de-registers **Oakring Trade**, **Oakring Trade's** Acquirer ceases to be a customer of any of the Corporations for any reason, or Acquirer fails to have a valid license with any of the Corporations to use the Marks. **Oakring Trade** may at its own discretion or at the direction of the Acquirer or any of the Corporations, immediately terminate this Agreement for activity deemed to be potential or actual fraudulent or otherwise wrongful by **Oakring Trade**, its Acquirer or any of the Corporations.
- b. **Oakring Trade** reserves the right to immediately suspend Your access to and use of the **Oakring Trade** Service or any part thereof if it determines in its sole discretion that You have breached any part of this Agreement, the terms of service provided on **Oakring Trade's** website, the terms of service provided by any participating third-party payment provider, or if **Oakring Trade** otherwise determines that suspension of access is necessary to prevent harm to the **Oakring Trade** Service.
- c. In the event of any termination, **Oakring Trade** may determine, at our own discretion, to suspend or cancel any transactions processed under the **Oakring Trade** Services or to delay payment to You for up to six months, or longer if necessary, and may deduct from the payout any amounts necessary to satisfy any debts or obligations that result from Your account.

### B. Indemnification

- a. You agree to indemnify and hold **Oakring Trade**, its payment processors, its providers, its licensors, the Corporations, and the respective subsidiaries, affiliates, agents,

directors and employees of the same, harmless from and against any losses, costs, liabilities and expenses, including attorneys' fees, arising out of any claims relating to Your breach of this Agreement, any alleged violation or infringement for any copyright, trademark, trade name, or any other intellectual property, or any other claim about You, Your website or any of the goods or services advertised or delivered by You.

- b. The indemnified party reserves the right, at the indemnifying party's expense, to assume the exclusive defense and control of any matter for which the indemnifying party is required to indemnify the indemnified party and the indemnifying party agrees to cooperate with the indemnified party's defense of such claims.

#### C. Disclaimer of Warranty

- a. **OAKRING TRADE SERVICES, AND ANY OTHER MATERIALS OR SERVICES PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND YOU RECEIVE AND USE THOSE SERVICES AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, OAKRING TRADE, ITS PAYMENT PROCESSORS, ITS PROVIDERS, ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT OR DATA DELIVERED ON YOUR REQUEST OR OBTAINED THROUGH THE USE OF THE SERVICES IS OBTAINED AT ITS OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS PROPERTY OR LOSS OF DATA THAT MAY RESULT. OAKRING TRADE DOES NOT WARRANT THE RESULTS OF USE OF THE OAKRING TRADE SERVICE, INCLUDING, WITHOUT LIMITATION, THAT YOU WILL EARN ANY PARTICULAR AMOUNTS (OR ANY AMOUNTS) HEREUNDER.** b. **OAKRING TRADE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES. OAKRING TRADE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, BEYOND WHAT IS EXPRESSLY STATED BY OAKRING TRADE.**

#### D. Limitation of Liability and Damages

- a. **Oakring Trade** shall not be liable to You or any other party if **Oakring Trade** is delayed or unable to fulfill any of its obligations in this Agreement due to **Oakring Trade** event beyond the reasonable control of **Oakring Trade**, including but not limited to acts of God, strikes, labor disputes, war, terrorism, riots, acts of civil or military authority, economic instability, power outages, fire, flood, theft, equipment

breakdowns, hacking attacks, internet connection unavailability, internal mechanical or systems failures. **Oakring Trade** shall also not be liable in any case for any transaction where the payment instructions received contain incorrect or improperly formatted information or any suspension or refusal to accept a payment that **Oakring Trade** reasonably believes to be made fraudulently or without proper authorization. b. EXCEPT FOR ANY LIABILITY THAT CANNOT BE EXCLUDED AS PER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL **OAKRING TRADE** OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES THAT RESULT FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, INTERRUPTION OR STOPPAGE OF ACCESS TO AND/OR USE OF OAKRING TRADE SERVICES AND THE PAYMENT AND DELIVERY MECHANISM, LOSS OF GOODWILL AND, WHETHER FRAMED AS A BREACH OF WARRANTY, IN TORT, CONTRACT, OR OTHERWISE, EVEN IF OAKRING TRADE OR A OAKRING TRADE AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. c. NOTWITHSTANDING ANYTHING CONTAINED UNDER THIS AGREEMENT, EXCEPT IN THE CASES OF BREACHES OF Section 4. (D.), IN NO EVENT WILL OAKRING TRADE'S OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THE AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY YOU TO OAKRING TRADE FOR THE PARTICULAR TRANSACTION TO WHICH THE CLAIM RELATES. d. UNDER NO CIRCUMSTANCES SHALL OAKRING TRADE OR ITS AFFILIATES BE RESPONSIBLE OR HELD LIABLE FOR ANY TRANSACTIONS OR PAYMENTS THAT ARE BLOCKED BY THIRD PARTIES, INCLUDING BANKS, FINANCIAL INSTITUTIONS, OR ANY GOVERNMENT BODY. THIS DISCLAIMER OF LIABILITY INCLUDES ANY RESTRICTION BASED ON APPLICABLE INTERNATIONAL, NATIONAL, OR LOCAL LAWS, RULES AND REGULATIONS, THE SPECIALLY DESIGNATED NATIONALS LIST PUBLISHED BY THE OFFICE OF FOREIGN ASSETS CONTROL, ANY INTERNAL BANK "BLACK LISTS," OR ANY OTHER SIMILARLY RESTRICTIVE THIRD-PARTY MEASURES.

#### E. Ownership

- a. You acknowledge that **Oakring Trade** will provide payment options using its **Oakring Trade** Service for display on the Accounts pursuant to this Agreement, and You will use commercially reasonable efforts to assist **Oakring Trade** in implementing such technology. You agree that it will use any data (including any usage data and compilations thereof), information or software provided by **Oakring Trade** to You only for the purpose of providing content for **Oakring Trade** on the Site as set forth in this Agreement. Except as expressly described in Section 2, **Oakring Trade** does not grant



to You any license, express or implied, to the intellectual property of **Oakring Trade** or its licensors. **Oakring Trade** will own and retain all rights, title, and interest in and to the **Oakring Trade** Service (except for any licensed content and third-party content included therein), including all data (including any usage data and compilations thereof), information and software related thereto. You acknowledge that the software, information and data related to the **Oakring Trade** Service (including, without limitation, any usage data or compilations thereof) are protected by **Oakring Trade** copyrights and may contain trade secrets or other intellectual property owned by **Oakring Trade**. You agree not to copy, alter, modify or create derivative works of the **Oakring Trade** Service or any such data, information or software or otherwise use the **Oakring Trade** Service or any such data, information or software in any way that violates the use restrictions contained in this Agreement.

#### F. Term

- a. The term of this Agreement will be one (1) year from the Effective Date, which shall be the date that Your **Oakring Trade** Account is created. The agreement will automatically renew itself for another year at the expiration date unless a written notice is given to the other party to terminate the agreement.

#### G. Miscellaneous

- a. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by You to any party (the "Assignee") without the prior written consent of **Oakring Trade**, which shall only be granted if the Assignee meets **Oakring Trade**'s underwriting and compliance requirements. Any purported assignment without such consent shall be void. This clause shall in no way restrict **Oakring Trade**'s right to transfer or assign this Agreement.
- b. **Oakring Trade** and You are independent contractors, and neither **Oakring Trade** nor You are an agent, representative or partner of the other.
- c. This Agreement sets forth the entire agreement between **Oakring Trade** and You, and supersedes any and all prior agreements (whether written or oral) with respect to the subject matter set forth herein.
- d. The official language of this Agreement is the English language. Any conflict or ambiguity between the English version of this Agreement and any other version of this Agreement in a different language shall be resolved based on the English version.
- e. Any dispute hereunder will be privately negotiated in good faith between the parties within forty-five (45) calendar days commencing upon written notice from one party to the other. If the parties fail to privately resolve any dispute, the parties shall submit to arbitration performed by a mutually agreed upon arbitration provider in San Francisco, California.

- f. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to this Agreement will be filed only in the state or federal courts in and for San Francisco, California, and You hereby consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action.
- g. This Agreement may be amended only in writing and executed by a duly authorized representative of each party. However, **Oakring Trade** may make changes by providing written notice to You under the following procedure:
  - 1. **Oakring Trade** shall provide You with written notice of any proposed changes to the Agreement ("Change Notice");
  - 2. The Change Notice may be given to You in written form through the **Oakring Trade** Admin Area, by email to an address that is registered with Your Account, Your current or last known address, or to Your registered office;
  - 3. The proposed changes shall come into force automatically two (2) weeks after the date of the Change Notice, unless You give prior written notice to **Oakring Trade** that it objects to the proposed changes and wishes to immediately terminate the Agreement before the Change Notice takes effect ("Objection Notice");
  - 4. **Oakring Trade** may stipulate a longer period for the coming into effect of any change in a Change Notice.

## 5. SECTION 6: COMPLIANT PROCEDURE

### A. Compliant Procedure

- a. **Oakring Trade** provides fast, efficient and friendly service to all of its customers. If you are unsatisfied, have a concern, problem or questions, you can always raise the issue or complaint to our 24/7 customer support team at **help@oakringtrade.com**. If they are not able to provide a satisfactory answer to you, your ticket will be handed to a senior staff member for further review.
- b. Usually, we try to resolve the issue within the same working day your ticket has been submitted. In cases of highly complex cases, a delay in response can be expected. Our Customer Support will make their best effort to get back to you as soon as possible.