

TERMS & CONDITIONS

Recently updated January 2020

These Terms of Use (the “**Terms**”) govern your relationship with NAYAX Ltd. and its subsidiaries and affiliates (collectively “**NAYAX**” or “**we**”) and set forth the terms and conditions under which NAYAX makes available its website (the “**Site**”), and/or the services available through the Site, or otherwise provided by NAYAX, including the NAYAX Dashboard (as defined below)(collectively the “**Services**”), to each person accessing or using the Site and/or the Services, including Customers (as defined below) and End-Users (as defined below) (the “**User**” or “**you**”), all as specified herein.

By using the Site and Services, you agree to be bound by these Terms as may be amended from time to time, including by the [Privacy Policy](#). Please read these Terms carefully and visit this page regularly for updates and changes.

Please note that if you are using the NAYAX Dashboard (e.g. if you are NAYAX’ Customer or Customer’s user), your use of the Services and the processing of Personal Data in connection with the NAYAX Dashboard may be also governed by additional terms and conditions related to the NAYAX dashboard and the Data Processing Addendum.

If you do not agree to be bound by these Terms, you should stop using the Site and discontinue use of the Services. As long as you do not cease using the Site and/or any of the Services, you will be conclusively deemed to have accepted these Terms.

1. NAYAX Services

- NAYAX’ Services include services in the field of the unattended machine industry, including vending machines, kiosks, automated car washes, laundromats (street and on premise), amusement games, office coffee services and more.
- **General use of the Website.** NAYAX Site provides visitors with basic general information related to the NAYAX operation, services and products as well as a contact form which you can use to contact us if you have any questions or if you wish to be our partner and be provided with the applicable information in connection therewith.
- **NAYAX Dashboard.** Through the Site, NAYAX’ customers (the “**Customer**”) will also be able to access and use the NAYAX dashboard, which enables them various management tools, including a dashboard platform which enables Customers to perform certain actions in connection with their business and manage promotions for unattended machines in various fields of activity (collectively, the “**NAYAX**”

Dashboard”). It should be clarified that Customers’ and Customer’s users (such as Customers’ employees, agents and contractors) use of the Nayax Dashboard shall be governed by the affirmative agreement with NAYAX and any other applicable terms and conditions, such as the NAYAX dashboard terms and conditions.

- NAYAX Services may be used by Customers’ clients and end-users (the “**End-User**”), using the Customer’s unattended vending machines (the “**Machine**”), including, but not limited, to pay for the use of the goods and services offered by the Machines through the NAYAX Services. End-Users may contact NAYAX for further information regarding their use of the Services at: support@nayax.com. End-Users’ use of the Machines will be subject to Customer’s terms of use or parallel agreement between the End User and the Customer.
- NAYAX reserves the right at any time and from time to time, without being obligated to provide prior notice, to modify, suspend, or discontinue, temporarily or permanently, the Services or any part thereof, or User’s access thereto, and to modify, suspend or terminate the Site or any part thereof, at its sole discretion. You will have no claim, complaint or demand against NAYAX for applying such changes or for failures incidental to such changes. Without derogating from the above, in connection with Customers engaged with NAYAX, any modification or disconnection of the Services shall be in accordance with the applicable agreement between the Customer and NAYAX.
- Please note that third party advertisements may appear on the Site from time to time. NAYAX does not endorse these advertisements, nor do such advertisements represent any recommendation provided by NAYAX.

2. **e-Receipt**

- NAYAX offers Users an electronic receipt service which enables End-Users to receive receipts for purchases made via email (the “**e-Receipt**”). In order to use the e-Receipt service an End-User should subscribe to such service through the Customer’s website. During the registration process you will be requested to provide us with certain information, such as your email address, in order to enable us to provide you with the e-Receipt service. For more information regarding the use of your personal data in connection with the e-Receipt please see our [Privacy Policy](#).
- You may opt-out from the e-Receipt services, in which case, you will not be able to receive receipts of your purchases through email. In order to opt-out please contact us at: support@nayax.com.

3. **Restricted Uses**

In connection with your use of the Site and/or Services, and without limiting any other obligations under these Terms or applicable law, you shall not, and shall not permit others to:

- Modify the Site and/or Services, or decompile, reverse-engineer, disassemble, or otherwise attempt, directly or indirectly, to disrupt the Site and/or Services, servers or networks connected to the Site or the Services, deny service to, hack, crack, reverse engineer, or otherwise interfere with the Site and/or the Services in any manner, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site or the Services;
- Sell, distribute, copy, duplicate, or otherwise reproduce all or any part of the Site and/or Services;
- Attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Site, Services, technology or any software thereto;
- Create a database by systematically downloading and storing all or any content from the Site or the Services;
- Use the Site and/or Services for any illegal, immoral or unauthorized purpose, encourage criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit;
- Use the Site and/or Services in a manner which infringes another person's rights in any way, including privacy rights, any manner which is harassing, or otherwise offensive;
- Allow any access to or use of the Services to non-authorized users;
- Engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to NAYAX or to the Services;
- Use the Site and/or Services in a way that infringes or violates these Terms.

4. Warranty Disclaimers

- Despite our efforts, the information contained in the Site, may not be accurate, comprehensive, complete, updated or applicable in all respects at all times. NAYAX shall not be liable for any inaccuracies or omissions in the Site and/or Services and any decisions you make based on information contained in this Site are your sole responsibility, and made at your sole risk.
- User acknowledges and understands that some of the Services require internet connection which may have different associated charges (such as mobile data expenses) and necessitate consumption of the mobile device battery. User shall have no claim or demand towards NAYAX with regard to the aforesaid.

- USER ACKNOWLEDGES AND AGREES THAT THE SITE AND THE SERVICES, ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS,” ARE USED ONLY AT USER’S SOLE RISK, TO THE FULLEST EXTENT PERMISSIBLE BY LAW.
- NAYAX disclaims all warranties, express or implied, of any kind, regarding the Site or the Services (including any content, information, software, and links), including any implied warranties as to fitness for a particular purpose, merchantability, title, non-infringement, results, accuracy, completeness, accessibility, compatibility, suitability, reliability, availability, timeliness, quality, or lack of viruses. If applicable law does not allow the exclusion of some or all of the above implied warranties to apply to you, the above exclusions will apply to User to the fullest extent permitted by applicable law.

5. Limitations Of Liability And Remedies

- The User assumes full, exclusive and sole responsibility for the use of and reliance on the Services, and acknowledges that any use of or reliance on the Services is made entirely at the User’s own risk.
- NAYAX’ ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH NAYAX IS TO DISCONTINUE YOUR USE OF THE SITE AND/OR SERVICES. NAYAX AND ITS AFFILIATES, OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE (EVEN IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN) ARISING FROM YOUR USE OF THE SITE AND/OR SERVICES. THESE EXCLUSIONS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR OPPORTUNITIES, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF NAYAX HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, NAYAX’S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. USER ACKNOWLEDGES AND AGREES THAT WITHOUT THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY, NAYAX WOULD NOT BE ABLE TO OFFER THE SITE OR THE SERVICES.
- You hereby undertake to indemnify NAYAX, its employees, officers, employees or anyone on its behalf, for any claim, demand, damage, loss,

lost profit, payment or other expense, including legal fees, caused due to a breach of these Terms or applicable law.

6. **Technical Support and Customer Service**

- In order to assist you to fully enjoy the Services, NAYAX offers technical support and customer service, regarding errors or malfunctions which may occur in the interface of the Services, you can contact us at: support@nayax.com.

7. **Intellectual Property**

- Content and information provided on and through the Site and/or Services, including, without limitation, any of our logos, trademarks, graphics, designs, information, texts, images, data and other material displayed, available or present through the Services, are the copyrighted and/or trademarked work of NAYAX and/or NAYAX' affiliates and/or licensors. Use of the Site and/or Services does not grant any rights and/or any license to intellectual property of NAYAX and/or the Site and/or Services and/or third parties.
- The name NAYAX, including any logo or design thereof, copyrighted and/or trademarked work of NAYAX. You may not use NAYAX' trademarks for any purpose without first obtaining NAYAX'.

8. **MISCELLANEOUS**

- Amendments. NAYAX may change the Terms from time to time, at its sole discretion and without any notice. All changes to these Terms are effective as of the stated "Last Modified" date above, and your continued use of the Site and/or Services following the Last Modified date will constitute acceptance of, and agreement to be bound by, those changes.
- Severability. If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms shall remain in full force and effect.
- Assignment. NAYAX may assign these Terms at any time to the successor in interest in connection with a merger, consolidation or other corporate reorganization
- Choice of Law. The Site, Services and these Terms and any dispute arising in connection therewith shall be exclusively governed by and construed in accordance with the laws of the State of Israel. You agree that all such disputes shall be brought exclusively in the appropriate courts of Tel Aviv, Israel.
