

General Terms and Conditions for Professional Services

v. 1.05

Confidentiality Declaration

This document is the confidential property of Nayax Ltd. Any reproduction or distribution of this document, in whole or in part, or the disclosure of any of the information contained herein, without the prior written consent of Nayax Ltd. Is prohibited. This document and any supplemental material supplied as part of any review must be returned to Nayax Ltd. Upon request.

Notice: This document may go through material revisions over time. Care must be taken by the reader to make sure they are reading the latest version. Version numbers appear in the title page and revision history page of this document.

© 2024 Nayax Ltd. All rights reserved. Nayax, the Nayax logo are either trademarks or registered trademarks of Nayax in the United States and/or other countries. All other trademarks or brand names are properties of their respective holders.

1 Introduction

1.1 Background

The NAYAX ecosystem provides a wealth of integration options to accommodate various business needs. This document describes the standard terms and conditions for Professional Services (“T&Cs”) which may be offered by Nayax. Professional Services may include integrations, whether standard or bespoke, as well as other customizations and developments.

1.2 Project Management

Your assigned Project Manager will be available to answer any questions/provide guidance and clarifications and will set up meetings with the participation of the relevant domain experts at Nayax and the Customer, as needed.

1.3 Assumptions

Unless otherwise agreed in writing, all Professional Services are performed remotely from Nayax’s facilities.

For Professional Services to be rendered efficiently and within the agreed timelines and budget, responsiveness and active participation of the Customer is critical. The Customer will take all actions which are inherently required, by their nature, to facilitate the rendering of the Professional Services by Nayax. Without limiting the generality of the foregoing, the Customer undertakes to respond to Nayax’ queries and requests for decisions, to provide necessary information, data and materials and to make available to Nayax the relevant personnel of the Customer, as appropriate. Should the Customer fail to meet the undertaking in a manner which disrupts or hinders Nayax ability to meet its obligations, Nayax reserves the right, following written notice to the Customer, to charge the Customer costs and expenses reasonably incurred by Nayax as a result thereof or to terminate the Professional Service engagement without any liability to the Customer.

To maintain compliance with payment security standards, the operating system employed by the Customer to operate Nayax SW must implement support for Transport Layer Security (TLS) version 1.2 or higher. Furthermore, for security reasons, the system must not allow the use of TLS version 1.1 or any earlier versions, which are considered outdated and vulnerable to known security threats. This ensures the encryption protocols in use meet current industry standards for protecting sensitive payment information.

2 Deliverables

2.1 Change Control Process

During the Term of the Project, the Customer may from time-to-time request adjustments to the services and resources, new functions or a change in the scope. The parties shall, in good faith, negotiate the implications on time and costs of those services and/or resources. For minor additions, the parties may rely on existing document related to the Professional Services being rendered, for example, in the form of an addendum to such document and shall at least include the details of the project objectives, the new and/or revised assumptions, deliverables, responsibility matrix, resourcing, and commercials. Unless otherwise agreed in writing, all terms and conditions not explicitly changed shall continue to govern all Professional Services.

In the absence of a mutual agreement on adjusted services, functions or changed scope, only the original scope of work will be performed by Nayax.

2.2 Acceptance Process (Deliverables)

Acceptance of deliverables shall be based upon the acceptance in writing (including emails) by Customer of the completed deliverables. Nayax and Customer will enact the following acceptance process for the deliverables:

1. Deliverables will be reviewed by authorized personnel of Customer, with the relevant subject matter expert, specifically assigned to the activities by Customer.
2. The requested functionality will be explained or demonstrated to Customer by Nayax project team. The Customer project team will perform acceptance testing.
3. Any defects found through such acceptance testing will be addressed by Nayax. All defects will be classified as one of the following:
 - A. Crash
 - B. Lack of Major functionality
 - C. Lack of Minor functionality

2.3 Completion Criteria

Completion of services and deliverables are based on the acceptance of the deliverables. Customer will confirm acceptance of deliverables by written notification (including emails) by the Customer's project manager to the Nayax's project manager.

In the absence of a written confirmation (including emails) by the Customer's project manager, in case no type A or type B defects (as described above) are reported within four weeks of delivery (including delivery of updates resolving previously reported defects), the deliverables will be considered accepted by Customer.

2.4 Ongoing obligation to certify the integration

The parties acknowledge that the maintenance and enhancement of the integration between the Customer and the Nayax's services is a continuous endeavor and must be up-to-date in order for the services to be rendered by Nayax to Customer.

Upon completion of the Professional Services hereunder and as a part thereof, Nayax shall certify the integrity of the integration for a period of 36 months (or such other period written by Nayax in the Certification confirmation) (the "Certification"). Prior to the expiry of the Certification, it is the Customer's responsibility to approach Nayax and re-certify the integration. Upon the expiration of the Certification, and as a condition for its renewal, the Customer may be required to update its part of the integration in accordance with Nayax' instructions. The Customer undertakes to dedicate ongoing reasonable commercial efforts and required resources to keep the integration up-to-date and Certified by Nayax.

Failure of the Customer to do so may cause degradation in the Nayax services or inability to render such services altogether. The Customer shall be fully responsible for any such outcome and shall indemnify Nayax for any damages or claims raised against Nayax due to the Customer failure to keep its part of the integration up-to-date or to renew the Certification.

It is clarified that the Certification requirements shall not apply to Lynx API integrations.

2.5 Intellectual Property Rights

It is explicitly agreed that, as between the Parties, Nayax retains ownership of all intellectual property rights and all other ownership rights, title and interest anywhere in the world in all deliverables created under this T&C and/or any Statement of Work ('SOW') (if applicable), as well as any reproduction and derivative work therefrom. Nayax may, at its discretion, publish or otherwise make available the integration / API to other customers of Nayax. The Customer's right to use any deliverables, if relevant, shall be regulated by a separate commercial agreement mutually agreed between Nayax and the Customer.

2.6 Privacy and Data Protection

For all matters related to privacy and data processing in connection with the Professional Services and this T&Cs, the terms of NAYAX's Data Processing Agreement in the following link, shall be incorporated herein by reference: <https://www.nayax.com/legal/dpa-for-nayax-customers/>

3 Miscellaneous

3.1 Term

Unless otherwise agreed in writing, the Professional Service engagement will be effective for a period of one year from the time of commencement of the Professional Services or the acceptance of the deliverables by the Customer, whichever is sooner (the "Term").

3.2 Effect of Termination

The termination or expiration of any Professional Service engagement will not terminate such terms and conditions which are intended by their nature to survive. Without limiting the generality of the foregoing, it is agreed that the provisions of Sections 2.4 (Ongoing obligation to maintain the Integration) if applicable; 2.5 (Intellectual Property Rights); 3.3 (Confidentiality); 3.4 (Limitation of Liability); and 3.5 (Governing Law) shall continue to apply.

3.3 Confidentiality

1. **Definition.** As used in this T&Cs “Confidential Information” means any material or information disclosed by either party to the other party, in writing, orally, or by inspection of tangible objects (including material or information relating to such party’s research, development, and current or prospective product or service offerings), which is designated as “Confidential,” “Proprietary” or some similar designation or is or should be reasonably apparent as confidential or proprietary under the circumstances.
2. **Confidentiality and Non-Use.** Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this T&Cs, and shall not disclose such Confidential Information to any third party unless such third party agrees in writing to abide by restrictions on confidentiality and non-use substantially the same as those set forth herein. Without limiting the foregoing, each party shall use at least the same degree of care it uses to prevent the disclosure of its own confidential information of like importance, which care shall be no less than reasonable care, to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party’s Confidential Information.
3. **Exceptions.** The provisions of this section do not apply to material or information that: (1) that is or becomes generally known to the public other than as a result of disclosure by receiving party in violation of the terms of this T&Cs; (2) that is in the possession of receiving party at the time of disclosure by disclosing party, as reasonably evidenced by a prior or contemporaneous writing and other than as a result of receiving party’s breach of any legal obligation; (3) that becomes known to receiving party through disclosure by sources other than disclosing party having the legal right, to the knowledge of receiving party, to disclose such information; or (4) that is independently developed by receiving party without reference to the Confidential Information and through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information, as reasonably evidenced in writing by receiving party.
4. **Confidentiality of Agreement.** The terms and conditions of this T&Cs, but not its existence, shall be treated as Confidential Information of each party. Either party may disclose and make public the fact that an integration has been performed and is available between Nayax and the Customer’s offerings, make general references to the type and nature of the integration and include such non-confidential information

in its marketing and promotional materials, provided that no specific commercial terms, pricing, or Confidential Information of either party is disclosed. Either party may ask the other party by way of written notice to remove any publication including such party or such party's details or marks and to cease using or displaying them.

3.4 LIMITATION OF LIABILITY

ANYTHING TO THE CONTRARY NOTWITHSTANDING, IT IS EXPRESSLY AGREED THAT:

1. IN NO EVENT SHALL NAYAX BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OR OTHERWISE RELATING TO THIS AGREEMENT, HOWEVER CAUSED, EVEN IF NAYAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. EXCEPT FOR FRAUD, WILLFUL MISCONDUCT, DEATH AND DISABILITY OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, IN NO EVENT SHALL NAYAX'S LIABILITY, IN THE AGGREGATE, EXCEED THE AMOUNTS PAID TO NAYAX AS PART OF THE RELATED PROFESSIONAL SERVICES. IF NO PAYMENT WAS MADE TO NAYAX FOR THE PROFESSIONAL SERVICES, NAYAX' LIABILITY FOR THE PROFESSIONAL SERVICES SHALL BE LIMITED TO A TOTAL OF US\$1,000.

3.5 Governing law

These T&Cs and any SOW shall be governed by and construed in accordance with the laws of the state of Israel. The courts of Tel-Aviv, Israel shall have sole and exclusive jurisdiction over any disputes or claims arising out of or in connection with these T&Cs.

3.6 Force Majeure

Neither party shall be liable for delays or failures in performance due to circumstances beyond their reasonable control, including, *inter alia*, acts of nature, armed conflicts, civil unrest, government actions, or pandemics ("**Force Majeure Events**"). If a Force Majeure Event occurs, the affected party will promptly notify the other party and make reasonable efforts to resume performance. During such events, obligations are suspended, and deadlines extended. If a Force Majeure Event lasts 60 days or more, either party may terminate these T&Cs except for prior payment obligations.

3.7 Entire Agreement

These T&Cs (any the terms appearing in Statement of Work, if such is signed between the parties) constitute the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior or contemporaneous understanding and agreements between the parties with respect thereto.

In the event of contradiction between these T&Cs and any Statement of Work, the terms of the Statement of Work shall govern control.

The parties mutually agree that these T&Cs may only be modified by formal amendment including written consent of authorized representatives of each of the parties.

No terms appearing on any document of the Customer (such as a Purchase Order) shall apply and all such additional terms shall be null and void.

3.8 Scope of Applicability

The terms and conditions detailed in this T&Cs and/or the SOW (if any) shall apply solely to the Professional Services described herein. Any further engagement between the parties that may be provided by NAYAX beyond the scope of any SOW and the T&Cs shall be governed by a separate and independent commercial agreement to be negotiated and executed by the parties.