

PAYCORE.IO CUSTOMER AGREEMENT

Last updated December 27, 2018

This PayCore.io Customer Agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between the applicable PayCore.io Contracting Party specified in clause 46 at the end of this Agreement (also referred to as “PayCore.io,” “we,” “us,” or “our”) and you or the entity you represent (“you” or “your”). This Agreement takes effect when you click an “I Accept” button or checkbox presented with these terms or, if earlier when you use any of the Service Offerings (the “Effective Date”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have the legal authority to bind that entity. Capitalised terms in this Agreement are defined in clause 47 if not otherwise defined in the provisions below.

Interpretation

1. In this Agreement, unless the context requires a different interpretation:
 - (a) the singular includes the plural and vice versa;
 - (b) references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
 - (c) a reference to a person includes firms, companies, government entities, trusts and partnerships;
 - (d) reference to any statutory provision includes any modification or amendment of it;
 - (e) the headings and sub-headings do not form part of this Agreement.

Use of the Service Offerings

2. **Generally.** You may access and use the Service Offerings in accordance with this Agreement. Service Level Agreements and Service Terms apply to certain Service Offerings. You will comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Service Offerings.
3. **Your Account.** To access the Services, you must have a PayCore.io account associated with a valid email address and a valid form of payment. Unless explicitly permitted by the Service Terms, you will only create one account per email address.
4. **Third-Party Content.** Third-Party Content may be used by you at your election. Third-Party Content is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges.

Changes

5. **To the Service Offerings.** We may change or discontinue any or all of the Service Offerings or change or remove functionality of any or all of the Service Offerings from time to time. We will notify you of any material change to or discontinuation of the Service Offerings.
6. **To the APIs.** We may change or discontinue any APIs for the Services from time to time. For any discontinuation of or material change to an API for a Service, we will use commercially reasonable efforts to continue supporting the previous version of such API for 12 months after the change or discontinuation, except if doing so
 - (a) would pose a security or intellectual property issue,
 - (b) is economically or technically burdensome, or
 - (c) would cause us to violate the law or requests of governmental entities.
7. **To the Service Level Agreements.** We may change, discontinue or add Service Level Agreements from time to time in accordance with clause 33.
8. **PayCore.io Security.** Without limiting the terms in clause 31 or your obligations under clause 12, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

9. **Data Privacy.** You may request a change of the geographical region in which Your Content will be stored. The change may require additional technical support from PayCore.io and/or our data storage service provider and may incur additional charges. You consent to the storage of Your Content in, and transfer of Your Content into, the geographical region you select. We will not access or use Your Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. We will not
 - (a) disclose Your Content to any government or third party or
 - (b) subject to clause 10, move Your Content from the geographical region selected by you;except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this clause 9. We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage. The Privacy Policy does not apply to Your Content.
10. **Service Attributes.** To provide billing and administration services, we may process Service Attributes in the geographical region where you use the Service Offerings and in the EU. To provide you with support services initiated by you and investigate fraud, abuse or violations of this Agreement, we may process Service Attributes where we maintain our support and investigation personnel.

Your Responsibilities

11. **Your Accounts.** Except to the extent caused by our breach of this Agreement,
 - (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorised by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and
 - (b) we and our affiliates are not responsible for unauthorised access to your account.
12. **Your Content.** You will ensure that Your Content and your and End Users' use of Your Content or the Service Offerings will not violate any of the Policies or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Your Content.
13. **Your Security.** You are responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure, protect your accounts and Your Content in a manner that will provide appropriate security and protection.
14. **Log-In Credentials and API Keys.** PayCore.io log-in credentials and API keys generated by the Services are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your API key to your agents and subcontractors performing work on your behalf.
15. **End Users.** We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

Fees and Payment

16. **Service Fees.** We calculate and bill fees and charges monthly. We may bill you more frequently for fees accrued if we suspect that your account is fraudulent or at risk of non-payment. You will pay us the applicable fees and charges for use of the Service Offerings as described on the Website or advised in invoices using one of the payment methods we support. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the Website unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.
17. **Taxes.** Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of Indirect Taxes. We may charge and you will

pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

Temporary Suspension

18. **Generally.** We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately without any notice to you if we determine:
 - (a) your or an End User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) could adversely impact our systems, the Service Offerings or the systems or Content of any other PayCore.io customer, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;
 - (b) you are, or any End User is, in breach of this Agreement;
 - (c) you are in breach of your payment obligations under clause 16 and 17; or
 - (d) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.
19. **Effect of Suspension.** If we suspend your right to access or use any portion or all of the Service Offerings:
 - (a) you remain responsible for all fees and charges you incur during the period of suspension; and
 - (b) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

Term and Termination

20. **Term.** The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under the terms listed in clauses 20, 21, and 22. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in clause 21.
21. **Termination.**
 - (a) **Termination for Convenience.** You may terminate this Agreement for any reason by providing us with notice and closing your account for all Services for which we provide an account closing mechanism. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice.
 - (b) **Termination for Cause by Either Party.** Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. No later than the Termination Date, you will close your account.
 - (c) **Termination for Cause by Us.** We may also terminate this Agreement immediately upon notice to you (i) for cause if we have the right to suspend under the terms listed in clause 18 and 19, (ii) in order to comply with the law or requests of governmental entities.
22. **Effect of Termination.** For any use of the Services after the Termination Date, the terms of this Agreement will apply, and you will pay the applicable fees at the rates under clauses 16 and 17.
 - (a) **Generally.** Upon the Termination Date: (i) except as provided in clause 22(b), all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you

have incurred through the Termination Date and are responsible for any fees and charges you incur during the post-termination period described in clause 22(b); (iii) you will immediately return or, if instructed by us, destroy all PayCore.io Content in your possession; and (iv) clauses 11, 16, 17, 22, 23, 24, 25 (except the license granted to you in clause 25), 26, 27, 28, 29, 30, 31, 32, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46 and 47 will continue to apply in accordance with their terms.

- (b) **Post-Termination.** Unless we terminate your use of the Service Offerings pursuant to clause 21(b), during the 30 days following the Termination Date: (i) we will not take action to remove from the PayCore.io systems any of Your Content as a result of the termination; and (ii) we will allow you to retrieve Your Content from the Services only if you have paid all amounts due under this Agreement.

Proprietary Rights

23. **Your Content.** Except as provided in the terms listed in clause 23, 24, 25, 26 and 27, we obtain no rights under this Agreement from you to Your Content. You consent to our use of Your Content to provide the Service Offerings to you and any End Users.
24. **Adequate Rights.** You represent and warrant to us that:
- (a) you or your licensors own all right, title, and interest in and to Your Content and Suggestions;
 - (b) you have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and
 - (c) none of Your Content or End Users' use of Your Content or the Service Offerings will violate the Acceptable Use Policy.
25. **Service Offerings License.** We or our licensors own all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following:
- (a) access and use the Services solely in accordance with this Agreement, and
 - (b) copy and use the PayCore.io Content solely in connection with your permitted use of the Services.
- Except as provided in this clause 25, you obtain no rights under this Agreement from us, our affiliates or our licensors to the Service Offerings, including any related intellectual property rights. Some PayCore.io Content and Third-Party Content may be provided to you under a separate license, such as the Apache License, Version 2.0, or another open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the PayCore.io Content or Third-Party Content that is the subject of such separate license.
26. **License Restrictions.** Neither you nor any End User will use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User will, or will attempt to
- (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings is provided to you under a separate license that expressly permits the creation of derivative works),
 - (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings (except to the extent applicable law doesn't allow this restriction),
 - (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or
 - (d) resell or sublicense the Service Offerings. You may only use the PayCore.io Marks in accordance with the Trademark Use Guidelines. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavours). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

27. **Suggestions.** If you provide any Suggestions to us or our affiliates, we and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us with any assistance we require to document, perfect, and maintain our rights in the Suggestions.

Indemnification

28. **General.** You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning:
- (a) your or any End Users' use of the Service Offerings (including any activities under your PayCore.io account and use by your employees and personnel);
 - (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or
 - (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third-party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

Intellectual Property

29. **Intellectual Property.**
- (a) Subject to the limitations in clause 29 and 30, PayCore.io will defend you and your employees, officers, and directors against any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.
 - (b) Subject to the limitations in clause 29 and 30, you will defend PayCore.io, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.
 - (c) Neither party will have obligations or liability under this clause 29 arising from infringement by combinations of the Services or Your Content, as applicable, with any other product, service, software, data, content or method. In addition, PayCore.io will have no obligations or liability arising from your or any End User's use of the Services after PayCore.io has notified you to discontinue such use. The remedies provided in this clause 29 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content.
 - (d) For any claim covered by clause 29(a), PayCore.io will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.
30. **Process.** The obligations under the terms listed in clause 29 and 30 will apply only if the party seeking defence or indemnity:
- (a) gives the other party prompt written notice of the claim;
 - (b) permits the other party to control the defence and settlement of the claim; and
 - (c) reasonably cooperates with the other party (at the other party's expense) in the defence and settlement of the claim.
- In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

Disclaimers

31. THE SERVICE OFFERINGS ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS
- (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND
 - (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

Limitations of Liability

32. WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH:
- (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON;
 - (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
 - (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR
 - (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER CLAUSE 29, OUR AND OUR AFFILIATES’ AND LICENSORS’ AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS CLAUSE 32 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Modifications to the Agreement

33. We may modify this Agreement (including any Policies) at any time by posting a revised version on the Website or by otherwise notifying you in accordance with clause 42; provided, however, that we will provide at least 90 days’ advance notice in accordance with clause 42 for adverse changes to any Service Level Agreement. Subject to the 90-day advance notice requirement with respect to adverse changes to Service Level Agreements, the modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Website regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the beginning of this Agreement.

Miscellaneous

34. **Assignment.** You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this clause 34 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any Affiliate or as part of a corporate reorganisation; and effective upon such assignment, the assignee is deemed substituted for PayCore.io as a party to this Agreement and PayCore.io is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.
35. **Entire Agreement.** This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.
36. **Force Majeure.** We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
37. **Governing Law.** For each PayCore.io Contracting Party this Agreement shall be governed by the laws set forth in the following table:

PayCore.io Contracting Party	Governing Laws
PayCore.io Limited	the law of England and Wales.
PayCore Limited Liability Company	the substantive law of Ukraine.

38. **Disputes.** Any dispute or claim relating in any way to your use of the Service Offerings, or to any products or services sold or distributed by PayCore.io will be resolved by binding arbitration as provided in this clause 38, rather than in court.
- (a) if the applicable PayCore.io Contracting Party is PayCore.io Limited, any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.
- (b) if the applicable PayCore.io Contracting Party is PayCore Limited Liability Company, any dispute, controversy or claim arising out of or relating to this Agreement, including the conclusion, interpretation, execution, breach, termination or invalidity thereof, shall be settled by the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry

in accordance with its Rules. The number of arbitrators shall be one. The place of arbitration shall be Kyiv, Ukraine. The languages to be used in the arbitral proceedings shall be Ukrainian, Russian or English.

39. **Language.** All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.
40. **Confidentiality and Publicity.** You may use PayCore.io Confidential Information only in connection with your use of the Service Offerings as permitted under this Agreement. You will not disclose PayCore.io Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of PayCore.io Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service Offerings.
41. **No Third-Party Beneficiaries.** Except as set forth in clause 28 above, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
42. **Notice.**
 - (a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the Website; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.
 - (b) To Us. To give us notice under this Agreement, you must contact PayCore.io by personal delivery, overnight courier or registered or certified mail to the mailing address, as applicable, listed for the applicable PayCore.io Contracting Party in clause 46 below. We may update the address for notices to us by posting a notice on the Website. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.
43. **No Waivers.** The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.
44. **Severability.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

Independent Contractors and Non-exclusive rights

45. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party nor any of their respective affiliates is an agent of the other for any purpose or has the authority to bind the other.

PayCore.io Contracting Party

46. If you change your Account Country to one identified to a different PayCore.io Contracting Party below, you agree that this Agreement is then assigned to the new PayCore.io Contracting Party under clause 34 without any further action required by either party.

Account Country	PayCore.io Contracting Party	Mailing Address
Any country except Ukraine	PayCore.io Limited	St. Martin's House 16 St. Martin's Le Grand London EC1A 4EN United Kingdom
Ukraine	PayCore Limited Liability Company	Vector Business Centre 10H Starokyivska street Block B, office 526 Kyiv 04116 Ukraine

Definitions and their interpretation

47. In this Agreement, the following definitions are used:

Definition	Interpretation
"Acceptable Use Policy"	means the policy located at https://paycore.io/aup (and any successor or related locations designated by us), as it may be updated by us from time to time.
"Account Country"	is the country associated with your account. If you have provided a valid tax registration number for your account, then your Account Country is the country associated with your tax registration. If you have not provided a valid tax registration, then your Account Country is the country where your billing address is located, except if your credit card account is issued in a different country and your contact address is also in that country, then your Account Country is that different country.
"Account Information"	means information about you that you provide to us in connection with the creation or administration of your PayCore.io account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with your PayCore.io account.
"API"	means an application program interface.
"Content"	means software (including machine images), data, text, audio, video or images.
"Documentation"	means the user and other guides (in each case exclusive of content referenced via hyperlink) for the Services located at https://docs.paycore.io (and any successor or related locations designated by us), as such user and other guides may be updated by PayCore.io from time to time.
"End User"	means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own PayCore.io account, rather than under your account.
"EU"	means the European Union.
"Indirect Taxes"	means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.
"Losses"	means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).
"PayCore.io Confidential Information"	means all non-public information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances

	<p>surrounding its disclosure, reasonably should be understood to be confidential. PayCore.io Confidential Information includes:</p> <p>(a) non-public information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs;</p> <p>(b) third-party information that we are obligated to keep confidential; and</p> <p>(c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates.</p> <p>PayCore.io Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the PayCore.io Confidential Information.</p>
"PayCore.io Content"	means Content we or any of our affiliates make available in connection with the Services or on the Website to allow access to and use of the Services, including APIs; JSON objects; Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by our personnel). PayCore.io Content does not include the Services or Third-Party Content.
"PayCore.io Contracting Party"	means the party identified in the table headed "PayCore.io Contracting Party" above, based on your Account Country.
"Policies"	means the Acceptable Use Policy, Privacy Policy, the Website Terms of Use, the Service Terms, the Trademark Use Guidelines, all restrictions described in the PayCore.io Content and on the Website, and any other policy or terms referenced in or incorporated into this Agreement but does not include marketing materials referenced on the Website.
"Privacy Policy"	means the privacy policy located at https://paycore.io/privacy (and any successor or related locations designated by us), as it may be updated by us from time to time.
"Security Lists of Parties of Concern"	means the lists located at http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern .
"Service"	means each of the services made available by us or our affiliates, including those services described in the Service Terms. Services do not include Third-Party Content.
"Service Attributes"	means Service usage data related to your account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.
"Service Level Agreement"	means all service level agreements that we offer with respect to the Services and post on the Website, as they may be updated by us from time to time. The service level agreements we offer with respect to the Services are located at https://paycore.io/slas (and any successor or related locations designated by PayCore.io), as may be updated by PayCore.io from time to time.
"Service Offerings"	means the Services (including associated APIs), the PayCore.io Content, the PayCore.io Marks, and any other product or service provided by us under this Agreement. Service Offerings do not include Third-Party Content.
"Service Terms"	means the rights and restrictions for particular Services located at https://paycore.io/service-terms (and any successor or related locations designated by us), as may be updated by us from time to time.
"Suggestions"	means all suggested improvements to the Service Offerings that you provide to us.
"Term"	means the term of this Agreement described in clause 20.

“Termination Date”	means the effective date of termination provided in accordance with terms listed in clauses 20, 21 and 22, in a notice from one party to the other.
“Third-Party Content”	means Content made available to you by any third party on the Website or in conjunction with the Services.
“Trademark Use Guidelines”	means the guidelines and trademark license located at https://paycore.io/trademark-guidelines (and any successor or related locations designated by us), as they may be updated by us from time to time.
“UK”	means the United Kingdom of Great Britain and Northern Ireland.
“U.S.”	means the United States of America.
“Website”, “Web site” or “Site”	the Website that you were browsing when you clicked on a link to this Agreement, as may be updated by us from time to time, including all subsidiary pages, https://paycore.io , and any sub-domains of this site (and any successor or related site designated by us) unless expressly excluded by their own terms and conditions.
“Website Terms of Use”	means the terms of use located at https://paycore.io/website-terms-of-use (and any successor or related locations designated by us), as may be updated by us from time to time.
“Your Content”	means Content that you or any End User transfers to us for processing, storage or hosting by the Services in connection with your PayCore.io account. Your Content does not include Account Information.