

Portis SDK End User License Agreement

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PLEASE READ THE FOLLOWING CAREFULLY BEFORE USE.

By clicking the "accept" or "ok" button or by using our secure, open-source software development kit (our "**SDK**"), which includes computer software and may include associated media, printed materials, and "online" or electronic documentation in connection with your use of our SDK as well as our web application hosted on the domain portis.io (the "**Portis Platform**"), you expressly acknowledge and agree that you are entering into a legal agreement with Ethereum Horizons II LLC ("**Portis**", "**we**", or "**us**"), and have understood and agree to comply with, and be legally bound by, the terms and conditions of this End User License Agreement (this "**EULA**"). You hereby waive any rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this EULA please do not use the Portis Platform.

1. **Ability to Accept.** By using the Portis Platform you affirm that you are over 16 years of age.
2. **License.** Subject to the terms and conditions of this EULA, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license ("**License**") to use the Portis Platform in accordance with this EULA and any applicable Usage Rules (as defined below). Any use of the Portis Platform outside of the terms and conditions set forth herein is strictly prohibited and will be deemed a breach of this EULA, resulting in immediate termination of your License. We will be entitled to all available remedies at law or in equity (including immediate injunctive relief).
3. **Reservation of Rights and Ownership.** We reserve all rights not expressly granted to you in this EULA. The Portis Platform is protected by copyright and other intellectual property laws and treaties. We or our suppliers own the title, copyright and other intellectual property rights in the Portis Platform. The Portis Platform is licensed, not sold.
4. **License Restrictions.** You agree not to, and shall not permit any third party to: (i) sublicense, redistribute, sell, lease, lend or rent the Portis Platform; (ii) make the Portis Platform available over a network where it could be used, owned or operated by different people at the same time; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the Portis Platform; (iv) copy (except for back-up purposes), modify, improve or create derivative works of the Portis Platform or any part thereof; (v) circumvent, disable or otherwise interfere with security-related features of the Portis Platform or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Portis Platform; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the Portis Platform; (vii) use any communications systems provided by the Portis Platform to send unauthorized and/or unsolicited commercial communications; (viii) use the Portis name, logo or trademarks without our prior written consent; and/or (ix) use the Portis Platform to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this EULA.
5. **Account.** In order to use some of the Portis Platform features you may have to create or use an account (an "**Account**"). If you create an Account, you must provide accurate and complete information for yourself. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify us immediately of any unauthorized use of your Account.

6. Intellectual Property Rights



- 6.1. **Ownership.** The Portis Platform is licensed and not sold to you under this EULA and you acknowledge that Portis and its licensors retain all title, ownership rights and Intellectual Property Rights (as defined below) in and to the Portis Platform (and its related software). We reserve all rights not expressly granted herein to the Portis Platform. "**Intellectual Property Rights**" means any and all rights, titles and interests in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.
- 6.2. **Content.** The: (i) content on the Portis Platform, including without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (the "**Materials**"), the (ii) trademarks, service marks and logos contained therein ("**Marks**", and together with the Materials, the "**Content**"), is the property of Portis and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "Portis" and the Portis logo are Marks of Portis and its affiliates. All other Marks used on the Portis Platform are the trademarks, service marks or logos of their respective owners.
- 6.3. **Use of Content.** The Content on the Portis Platform is provided to you "as is" for your personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, decompiled or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.

7. **Payments**

- 7.1. The License hereunder is currently provided without any charge, however, we may in the future charge a fee for certain features and/or uses. You will not be charged for any such uses of the Portis Platform unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Portis Platform.
- 7.2. Please be aware that your use of the Portis Platform may require and utilize internet connection or data access. To the extent that third party service provider or carrier charges for your internet or data usage are applicable, you agree to be solely responsible for those charges.
8. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Portis Platform is accurate, complete, reliable, current or error-free. We reserve the right to make changes in or to the Content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the Content.
9. **Privacy.** We will use any personal information that we may collect or obtain in connection with the Portis Platform in accordance with our privacy policy which is available at <https://assets.portis.io/legal-documents/privacy-policy.pdf> ("**Privacy Policy**"), and you agree that we may do so. Please also be aware that certain personal information and other information provided by you in connection with your use of the Portis Platform may be stored on your device (even if we do not collect that information). You are solely responsible for maintaining the security of your device from unauthorized access.

10. **Warranty Disclaimers**

- 10.1. THE PORTIS PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE



ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

- 10.2. WE DO NOT WARRANT THAT THE PORTIS PLATFORM WILL OPERATE ERROR-FREE, THAT THE PORTIS PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE PORTIS PLATFORM. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.
- 10.3. IF YOU HAVE A DISPUTE WITH ANY OTHER PORTIS PLATFORM USER, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.
- 10.4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PORTIS SHALL BE DEEMED TO ALTER THIS DISCLAIMER OF WARRANTY, OR TO CREATE ANY WARRANTY.
- 10.5. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions will not apply.

11. Third Party Sources and Content

- 11.1. The Portis Platform may enable you to view, access, link to, and use content from Third Party Sources (as defined below) that are not owned or controlled by us ("**Third Party Content**"). The Portis Platform may also enable you to directly communicate and interact with Third Party Sources. "**Third Party Source(s)**" means: (i) third party websites, applications and services; and (ii) our partners and customers, including, without limitation: Wyre Payments Inc., which End User License Agreement may be found at <https://www.sendwyre.com/user-agreement/>.
- 11.2. We are not affiliated with and have no control over any Third Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third Party Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity.
- 11.3. We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety or Intellectual Property Rights of, or relating to, any Third Party Content.
- 11.4. We do not endorse any advertising, promotions, campaigns, products, services or other materials that are included in any Third Party Content or that is communicated to you from a Third Party Source.
- 11.5. By using the Portis Platform you may be exposed to Third Party Content that is inaccurate, offensive, indecent or objectionable. You always have the choice of deciding whether or not to interact with a Third Party Source or to view and use Third Party Content. Your interaction with a Third Party Source and your use of, and reliance upon, any Third Party Content is at your sole discretion and risk.
- 11.6. You are solely responsible and liable for your interaction with a Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Portis, and release Portis from any and all liability, arising from your use of and interaction on any Third Party Content and from your interaction with any Third Party Source. If you have



any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly.

- 11.7. We make no representations whatsoever about any Third Party Sources or Content. Since we have no control over such applications, you acknowledge and agree that we cannot and therefore are not responsible for such applications. You expressly acknowledge and agree that use of third party applications is at your sole risk and that the entire risk of unsatisfactory quality, performance, accuracy and effort is with you. You agree that Portis shall not be responsible or liable, directly or indirectly, for any damage or loss, including but not limited to any damage to or loss of data, caused or alleged to be caused by, or in connection with, use of or reliance on any such third party content, products, or services available on or through any such application. You acknowledge and agree that the use of any Third Party Sources or Content is governed by such third party's Terms of Use, License Agreement, Privacy Policy, or other such agreement and that any information or personal data you provide, whether knowingly or unknowingly, to such third-party application provider, will be subject to such third party application provider's privacy policy, if such a policy exists. PORTIS DISCLAIMS ANY RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES OF ANY THIRD PARTY. PORTIS EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING WHETHER YOUR PERSONAL INFORMATION IS CAPTURED BY ANY THIRD PARTY PROVIDER OF CONTENT OR SERVICES OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH THIRD PARTY

12. Limitation of Liability

- 12.1. UNDER NO CIRCUMSTANCES SHALL PORTIS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE PORTIS PLATFORM AS WELL AS ANY THIRD PARTY CONTENT, EVEN IF PORTIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO TO THAT EXTENT SUCH EXCLUSIONS MAY NOT APPLY.
- 12.3. IN ANY EVENT, PORTIS'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE PORTIS PLATFORM, YOUR DEVICE OR THIRD PARTY SOURCES SHALL NOT IN ANY CIRCUMSTANCE EXCEED ONE HUNDRED US DOLLARS (\$100).
13. **Indemnity.** You agree to defend, indemnify and hold harmless Portis and its affiliates, and its respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Portis Platform; (ii) your violation of this EULA; and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.

14. **Export Laws.** You agree to comply fully with all applicable export laws and regulations to ensure that neither the Portis Platform nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.
15. **Updates and Upgrades.** We may from time to time provide updates or upgrades to the Portis Platform (each a "**Revision**"), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the Portis Platform. All references herein to the Portis Platform shall include Revisions. This EULA shall govern any Revisions that replace or supplement the original Portis Platform, unless the Revision is accompanied by a separate license agreement which will govern the Revision.
16. **Term and Termination.**
 - 16.1. This EULA is effective until terminated by us or by you. We reserve the right, at any time, to:
 - (i) discontinue or modify any aspect of the Portis Platform; and/or
 - (ii) terminate this EULA and your use of the Portis Platform with or without cause, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this EULA or any subsequent modifications thereto, or become dissatisfied with the Portis Platform in any way, your only recourse is to immediately discontinue use of the Portis Platform.
 - 16.2. Upon termination of this EULA, you shall cease all use of the Portis Platform. This Section 16 and Sections 6 (*Intellectual Property Rights*), 9 (*Privacy*), 10 (*Warranty Disclaimers*), 11 (*Third Party Sources and Content*), 12 (*Limitation of Liability*), 13 (*Indemnity*), and 17 (*Assignment*) to 20 (*General*) shall survive termination of this EULA.
17. **Assignment.** This EULA, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Portis without restriction or notification.
18. **Modification.** We reserve the right to modify this EULA at any time by sending you a notification and/or publishing the revised EULA on the Portis Platform. Your continued use of the Portis Platform thereafter means that you accept those changes.
19. **Governing Law and Disputes.** This EULA shall be governed by and construed in accordance with the laws of the State of Israel without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv, Israel, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.
20. **General.** This EULA, and any other legal notices published by us in connection with the Portis Platform, shall constitute the entire agreement between you and Portis concerning the Portis Platform. In the event of a conflict between this EULA and any of the foregoing, the terms of this EULA shall prevail. No amendment to this EULA will be binding unless in writing and signed by Portis. If any provision of this EULA is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this EULA, which shall remain in full force and effect. No waiver of any term of this EULA shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this EULA shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE PORTIS PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES.



OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.