

VYNE WEBSITE

Terms and Conditions

This website www.payvyne.com (hereinafter referred to as "Website"), is provided by Vyne Technologies Limited, a company registered in England and Wales under company registration number 11872778 and having its registered office at 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ. (hereinafter referred to as "Our", "Us" or "We").

We provide you access to the use of the Website subject to the terms of use as set forth in this document (hereinafter referred to as "Terms"). These Terms explain how you may use the Website and any of its content and these Terms apply between Us and the person accessing or using the Website ("you" or "your"). Our Website is made available to you free of charge.

If you wish to contact Us, please email info@payvyne.com.

Headings used in this document are all for reference only and shall be ignored in construing these Terms.

1 - ACCEPTANCE OF THE TERMS

By using and/or visiting the Website, you confirm that you accept these Terms and that you agree to comply with these Terms. In the event where you do not agree with these Terms in full, you should immediately cease using the Website.

2 - OTHER TERMS AND CONDITIONS

You acknowledge that:

Our Privacy Policy as displayed on the Website also applies to your use and/or visitation of the Website and describes how We may collect and use your personal information;

you have read and understand the content of said Privacy Policy; and

in the event you agree to purchase any of Our products and/or services that are accessible through the Website, then the related terms and conditions as published on the Website or otherwise made available to you in relation to those products and/or services will govern your use of and access to those products and/or services.

3 – CHANGES TO THESE TERMS

We reserve the right to amend these Terms from time to time. Every time you wish to use the Website, you are advised to check the then current Terms to ensure you understand the Terms as they apply at that time. Our updated Terms will be displayed on the Website and by continuing to use and access the Website following such changes, you agree to be bound by any variation made by Us.

4 – UPDATE, CHANGE, SUSPENSION AND WITHDRAWAL

We reserve the right to update and change Our Website from time to time to reflect changes in relation to Our products, Our services, Our users' needs, Our business priorities and/or as required to comply with any changes to applicable law and/or regulatory requirements.

We may change the content of the Website at any time without notice and without any liability to You. However, where We make any material changes to the content of the Website, We will use reasonable endeavours to highlight such changes on Our Website.

We take reasonable care to ensure that the Website is kept up to date.

We reserve the right to suspend, withdraw and/or restrict the availability of all or any part of the Website for business, operational and/or legal reasons and We will where reasonably required, endeavour to give you reasonable notice of any such suspension or withdrawal.

5 – ACCURACY OF INFORMATION AND WEBSITE AVAILABILITY

We try to make sure that the Website is accurate, up-to-date and free from bugs, but We cannot promise that it will be. Furthermore, We cannot promise that the Website will be fit or suitable for any purpose. Any reliance that you may place on the information on the Website is at your own risk.

While We try to make sure that the Website is available for your use, We do not promise that the Website will be available at all times or that your use of the Website will be uninterrupted.

Any content on Our Website is provided for your general information purposes only and to inform you about Us and Our products, news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using Our Website and its content.

6 – LAWFUL USE OF THE WEBSITE

You expressly acknowledge that you may only use the Website for lawful purposes, and not use the Website in any manner that infringes the rights of, restricts and/or inhibits the use and enjoyment of the Website by any third party. The aforesaid restriction or inhibition includes, without limitation, any conduct which is unlawful, which may harass or cause distress or inconvenience to any person and/or entail the transmission of any obscene or any offensive material within this Website.

You agree not to upload, transmit, or distribute to or through the Website any computer viruses, worms, or any software intended to damage or alter a computer system or data.

You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them.

Breach of the terms set out in this section constitutes a material breach of these Terms, and may result in Our taking any or all of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our Website;
- issue of a warning to you; and/or
- disclosure of such information to law enforcement authorities as We reasonably feel is necessary or as required by law.

The actions We may take are not limited to those described above, and We may take any other action that We reasonably deem appropriate.

7 – INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in Our Website including the Website design, names, images, text, documentation materials, graphics, logo and the arrangement thereof are owned by or licensed to Us or otherwise used by Us as permitted by applicable law. Nothing contained herein shall be construed as conferring by implication, or otherwise on you any licence or any right to any of the above referred Website design, names, images, text, documentation materials, graphics, logo and the arrangement thereof. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

By using the Website, you agree that you will not copy, store in any medium (including in any other website, but except for short term caching of web-pages on your local computer), distribute, transmit, re-transmit, broadcast, modify, or show in public any part of the Website without prior written permission from Us or in accordance with applicable copyright, designs and patents laws.

The material contained in the Website must not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for your own personal non-commercial home use. Any other use requires Our prior written consent.

You hereby agree that when using the Website you shall not in any manner adapt, alter, copy, reproduce, recompile, decompile, disassemble, reverse engineer or create a derivative work from any of the material contained in the Website or use it for any other purpose, than was intended.

You must not use any part of the content on Our Website for commercial purposes without obtaining a licence to do so from Us or Our licensors.

All trademarks, logos and service marks (“Marks”) displayed on the Website are Our property or the property of other third parties. You are not permitted to use these Marks without Our prior written consent or the consent of such third party which may own the Marks.

8 – THIRD PARTY WEBSITES

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by Us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

9 – WAIVER

No waiver by Us of any breach of any obligation by you arising under these Terms shall constitute a waiver of any other breach by you and no failure to exercise or to partially exercise by Us of any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

10 - LOCAL LAWS AND REGULATIONS

The Website is not for use by any person in any jurisdiction where for any reason the publication or availability of the Website or its content is prohibited. You hereby acknowledge that We do not represent that either the Website or its content are appropriate for use or permitted by all local laws in all jurisdictions. Those who access the Website do so on their own initiative and are responsible for compliance with applicable local laws or regulations. In the event of any doubt the user should seek suitable legal advice.

11 - TRANSFERRING THESE TERMS

We may transfer Our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and We will ensure that the transfer will not affect your rights under these Terms.

12 - NO CONFLICT

If there is a conflict between these Terms and any other rules and/or specific terms and conditions appearing on this Website relating to specific material, products and/or services, then the latter shall prevail over these Terms.

In the event where any of these Terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms are intended to apply, then to the extent and within the jurisdiction which such term or condition of these Terms is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and the remaining terms and conditions under these Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

13 - LIABILITY

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the

negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any losses that were not foreseeable to you and Us when these Terms were formed.

14 - GOVERNING LAW AND JURISDICTION

Please note that these Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a consumer and a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a consumer and resident of Scotland, you may also bring proceedings in Scotland.