Reap General Terms

Mosta · Last updated 2026-02-02

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GENERAL TERMS

1. INTRODUCTION

1.1. These General Terms (“General Terms”), together with any supplementary product terms, pricing proposal agreements, or documentation provided to you (each, “Additional Terms” and together with the General Terms, the “Terms”), constitute a binding agreement between you and Reap and govern your use of and access to our Services (as defined below).

1.2. By signing up for a Reap Account, using or accessing the Services, or permitting any Authorised User to use or access the Services, you acknowledge that you have read, understood and agree to be bound by these General Terms and each of the Additional Terms as applicable to you. Please take the time to read and understand these General Terms before using the Services so that you are aware of your legal rights and obligations. In the event of any inconsistency between these General Terms and any Additional Terms, the relevant Additional Terms shall prevail to the extent of the inconsistency.

1.3. Definitions. In these General Terms:

“Affected Party” means, in relation to a Force Majeure Event, the Party that is prevented, hindered or delayed in or from performing any of its obligations under the Terms due to that Force Majeure Event.

“Affiliates” means an entity that directly or indirectly controls, is controlled by or is under the common control with you or Reap, as may be applicable.

“API” means the application programming interface that is provided by Reap as part of the Services as described in the applicable Additional Terms.

“Applicable Law(s)” means in any jurisdiction in which the Services are performed any and all applicable laws, regulations, statutes, statutory instruments, acts, orders, directives or administrative requirements in force from

time to time issued by any applicable governmental agencies, Regulatory Authority, self-regulatory bodies, trade associations or industry bodies.

“Authorised User(s)” means an individual who is authorised by you to use the Services under your Reap Account. Authorised User(s) may include your Personnel, the Personnel of your Affiliates, or End-Users, as each may be applicable.

“Business Day” means any day other than a Saturday, Sunday or public holiday in Hong Kong, and excludes any day on which a typhoon signal No.8 or above or black rainstorm warning is hoisted in Hong Kong at any time between 9:00 a.m. and 6:00 p.m.

“Card Network” means Visa, and any other payment networks.

“Card Network Rules” means the bylaws, rules, regulations and guidelines published by the Card Network, as updated from time to time.

“Confidential Information” means any non-public information or materials of a Party or its affiliates that is disclosed or otherwise made available by either Party to the other Party, either directly or indirectly, in writing, visually, orally, electronically, or to which the other Party may have access. Confidential Information does not include information and materials that (a) were, at the date of disclosure, or subsequently become, generally known or available to the public through no act or failure to act by the receiving Party; (b) were rightfully known by the receiving Party prior to receiving such information or materials from the disclosing Party; (c) are rightfully acquired by the receiving Party from a third party who has the right to disclose such information or materials; or (d) are independently developed by the receiving Party without access to any Confidential Information of the disclosing Party. For the avoidance of doubt, the contents of the Terms, including all pricing information, shall be considered Confidential Information.

“CDD” means customer due diligence.

“Client” or “you/your” means the entity who signs up to the Dashboard and/or is the user of the Services.

“Client Marks” means your trademarks, logos, trade names, domain names, designs, slogans and other service marks.

“Dashboard” means the interactive user interface through which you may view information about and manage your Reap Account.

“Data Protection Laws” means applicable privacy and data protection laws and any applicable national implementing laws, regulations and secondary legislation in Hong Kong relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.

“Dispute” means any dispute or controversy arising out of, relating to or in connection with the Terms, including any question regarding its exercise, validity, interpretation, performance, breach or termination, and any non-contractual disputes or claims.

“End-User(s)” means any individual that engage with, receives, or uses your platform, products and/or services facilitated through your use and/or integration of our Services.

“Feedback” means any comments, questions, ideas, suggestions, improvements or other feedback relating to any of the Services.

“Force Majeure Event” means an event beyond the reasonable control of the Affected Party that materially impairs its ability to perform its obligations under the Terms and that could not have been prevented or mitigated by reasonable precautions, contingency planning, or commercially viable alternatives, including but not limited to, war, terrorism, civil unrest, governmental restrictions (such as quarantines or embargoes), natural disasters, epidemics, pandemics, internet or system failures, security breaches, cyberattacks, and power or communication disruptions. A Force Majeure Event does not include actions by Regulatory Authorities, or failures of third parties or subcontractors unless caused by a qualifying Force Majeure Event.

“Fork” means a modification or divergence in the underlying protocol of a blockchain network, which may result in the creation of a separate, independent blockchain or a temporary divergence in the transaction history. A Fork may lead to the creation of new VAs, changes to consensus rules, or other alterations affecting the operation of the blockchain.

“Forked Network” means a blockchain network that has resulted from a Fork, operating independently or with modified consensus rules compared to the original blockchain. Transactions and VAs on a Forked Network may not be supported, recognised, or treated the same as those on the original network.

“Funds” means all fiat currencies or VAs deposited, delivered or transferred by you to Reap, from time to time, in connection with your use of the Services.

“HKIAC” means the Hong Kong International Arbitration Centre.

“Insolvency Event” means: (a) any procedure commenced with a view to the winding-up or re-organisation of such Party; (b) any step taken or any procedure commenced with a view to the appointment of an administrator, receiver, liquidator, provisional liquidator, judicial manager or receiver and manager, administrative receiver or trustee in bankruptcy or similar official in relation to such Party or all or substantially all of its assets; (c) the holder of any security over all or substantially all of the assets of such Party takes any step to enforce that security; (d) all or substantially all of the assets of such Party is subject to attachment, sequestration, execution or any similar process; (e) such Party is unable to pay its debts as they fall due; (f) such Party enters into, or any step is taken, whether by the board of directors of such Party or otherwise, towards entering into a composition or arrangement with its creditors or any class of them, including a company voluntary arrangement or a deed of arrangement; or (g) such Party enters into, or any step is taken, whether by the board of directors of such Party or otherwise, towards any analogous procedure under the laws of any jurisdiction to the procedures set out in (a) to (f) above, and in each case other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights law, and all similar or equivalent rights or forms of protection, in any part of the world, in each case, for their full term and together with any renewals or extensions.

“KYB” means know-your-business.

“KYC” means know-your-customer.

“Liability” means any liability that arises, howsoever caused, whether as a result of a breach of contract, tort, negligence, breach of statutory duty or otherwise.

“Loss(es)” means any losses, liabilities, claims, suits, demands, damages, judgments, expenses (including, without limitation, reasonable attorneys’ fees and collection costs), orders of restitution, and penalties of a Party, including, without limitation, any civil monetary penalties and Card Network fines and penalties.

“Onboarding Form” means the onboarding questionnaire and/or process completed by you for the opening of a Reap Account for the purposes of using our Services.

“Party” or “Parties” means you or Reap, either individually or collectively, as the context may be or demands.

“Payment Processing Partner” means a licenced financial institution or other authorised entity that Reap engages to facilitate the acquiring, authorisation and/or settlement of Funds between you and Reap’s banking or payment infrastructure in connection with a Transaction.

“Payout” means a disbursement of Funds by Reap to your Payout Recipient, corresponding to the amount of Funds acquired through your Payment Method and as specified in the relevant Transaction Data.

“Payout Partner” means a licenced financial institution or other authorised entity that Reap engages with to execute Payouts on behalf of Reap.

“Personal Data” means any information relating directly or indirectly to a living individual, from which It is practicable for the identity of the individual to be directly or indirectly ascertained that is collected, transmitted to or accessible through the Services and as otherwise defined in applicable Data Protection Laws.

“Personnel” means, in respect of a Party, that Party’s employees, directors, officers, agents, contractors and/or authorised representatives.

“Privacy Policy” means the global privacy policy for Reap as set out on https://reap.global/privacy-policy, as amended or updated from time to time.

“Program Data” means any information that is associated with your Reap Account and that Reap uses or generates to provide the Services to you. Program Data does not include Personal Data.

“Reap” or “we/us/our” means Reap Technologies Limited, a company incorporated under the laws of Hong Kong, and its Affiliates involved in providing the Services.

“Reap Account” means the account you establish with Reap in order to access the Services.

“Reap Marks” means all trademarks, logos, trade names, domain names, designs, slogans and any other materials of Reap or its licensors.

“Reap Technology” means the all hardware, software, network infrastructure, databases, user interfaces (including the Dashboard), APIs, web-based services, and other technology that Reap uses to provide and make available the Services.

“Regulatory Authority” means any governmental, regulatory authority or law enforcement department, court, agency, commission, board, tribunal, crown corporation or other law, rule or regulation making entity (including, but not limited to, any stock exchange or central bank) with jurisdiction over the Services, Reap or you, as applicable.

“Restricted Business” means any category of business or business activities: (a) for which a Service cannot be used as notified by Reap to you from time to time; (b) that are illegal, unlawful or prohibited under Applicable Laws, including Sanctions; (c) that are carried out by entities or persons that are not duly organised, validly existing, or in good standing under the laws of their jurisdiction; or (d) the involve dealings with or on behalf of any Restricted Person.

“Restricted Person” means a person who is: (a) listed on, or owned or controlled by a person listed on any Sanctions List; (b) located in, incorporated under the laws of, or owned or controlled by, or acting on behalf of, a person located in or organised under the laws of a Territory that is the target of country-wide Sanctions; or (c) otherwise a target of Sanctions.

“Sanctions” means any Applicable Laws imposing sanctions, restrictions, or prohibitions on financial transactions or other business dealings that are administered or enforced by the U.S. Government (including the U.S. Department of Treasury’s Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State and including designation as a “specially designated national” or blocked person), the United Nations Security

Council, and all other relevant Hong Kong or Singapore or international sanctions authority, including any executive orders issued in relation to the imposition of sanctions.

“Security Breach” means: (a) any actual or suspected unauthorised access to, acquisition, use, disclosure, loss destruction, alteration, or compromise of Transaction Data or Personal Data; (b) any actual or suspected security incident, intrusion, malware infection, or other compromise affecting a Party’s system, website, mobile application, network, or databases; or (c) any data breach (including as a result of theft, fraud, cyberattacks, or system vulnerabilities) that compromises the confidentiality, integrity or availability of any Personal Data or Transaction Data, or materially impacts the delivery or receipt of the Services.

“Services” means a service Reap makes available to you pursuant to these General Terms or any of the Additional Terms as applicable to you. The Services shall include the Reap Technology, Website and any other technical documentation provided by Reap to you.

“Service Fees” means the fees and charges applicable to the use of any of the Services.

“Tax(es)” means any applicable taxes and duties imposed by any Regulatory Authority, including goods and services tax, sales and use tax, excise tax, import or export tax, value-added tax or similar taxes, and withholding tax.

“Territory” means a specific country in which either Party is incorporated, conducts a place of business, has a business presence, or markets or offers its product and services.

“Third-Party Provider” means any third-party service provider, supplier, licensor, subcontractor, or partner that Reap engages to assist in the provision of the Services, which includes Payment Processing Partner, Payout Partner, and VA Partner.

“Transaction” means a transaction initiated or conducted via the Reap Technology pursuant to use of the Services, through which Reap is directed to send or withdraw funds from, or send funds into, your Reap Account.

“Transaction Data” means all information and data related to your Transactions (which may include Personal Data) generated or collected as part of the use of our Services.

“VA” or “Virtual Assets” means any cryptocurrencies or stablecoins that are accepted by Reap as a medium of exchange as payment for goods or services or for the discharge of a debt, and that can be transferred, stored or traded electronically.

“VA Partner” means a service provider that Reap engages for the purpose of accepting, storing, custodizing, and processing VAs on behalf of Reap.

“Website” means Reap’s website at https://reap.global/.

2. THE SERVICES

2.1. Reap provides various types of Services to you through the Dashboard and your Reap Account, which you may choose to use from time to time. These Services may include Reap Card, Reap Pay, Reap Card-Issuing Services, Reap Connect Services and related technology services, such Services are more fully described in each of the applicable Additional Terms. Reap shall only provide the required Services in respect of your business as set out in the Onboarding Form and only to the extent permitted by Applicable Laws.

2.2. Your Use of the Services. You shall use the Services only for lawful purposes. You undertake not to use or access the Services, directly or indirectly, nor knowingly permit any other party, to:

(a) interfere with, disable, disrupt, damage, impair, or otherwise compromise the Services, servers, networks, data, or other properties of Reap or its Third-Party Providers in any unauthorised manner;

(b) engage in any act or omission that Reap reasonably believes may harm its reputation or goodwill, or that of its Third-Party Providers or the Card Network (if applicable);

(c) engage in any illegal, immoral, fraudulent, or otherwise unlawful activity, including money laundering and terrorist financing;

(d) make the Services available to, or use them for the benefit of, any party other than yourself or End-Users, unless expressly authorised by Reap;

(e) copy, modify, adapt, reproduce, republish, transmit, transfer, loan, sell, sublicense, distribute, rent, lease, or otherwise commercially exploit, any data, content or any part of the Services, or transfer any rights granted to you under the Terms, except as explicitly permitted under the Terms;

(f) circumvent any contractual or technical restrictions, override technical limitations, enable disabled or prohibited functionality, or impose an unreasonable or disproportionately large load on the Services;

(g) access or attempt to access any non-public Reap systems, programs, data, or services without authorisation;

(h) act as a service bureau or pass-through agent for the Services without providing any added value to End-Users;

(i) modify, adapt, combine, or integrate any part of the Services into another program or application;

(j) disassemble, decompile, reverse-engineer, create derivative works from, attempt to derive the source code, object code, or underlying concepts, ideas, or algorithms of the Services or any components thereof, or otherwise reduce them to human-perceivable form;

(k) interfere with or attempt to interfere with the normal operation of the Services or the ability of other users to access and use the Services; or

(l) engage in any other activities deemed inappropriate by us or that violate the Terms or any Applicable Laws.

2.3. Service Updates. We may update or modify the Services at any time in our sole discretion, including adding or removing functionality or imposing conditions on use of the Services. We will endeavour to notify you of any material changes so that you may continue to use the Services with minimal interruption. We reserve the right, and without liability to you, to: (a) update, change, remove, cancel, suspend or discontinue any aspect of, or restrict your access to, the Services (including hours of operation or availability of the Services) at any time; (b) cease to support any VAs; or (c) decline, suspend, cancel, reverse, void or partially execute any Transaction.

2.4. Account Security. You must protect and maintain adequate security and control of your Reap Account credentials (including your username and password), and must not share or disclose such credentials with anyone. You must not allow others to access, or observe your use or access of, your Reap Account. You acknowledge and agree that you are solely responsible for any access to and use of your Reap Account (including all instructions

and Transactions initiated, provided or made through your Reap Account), regardless of whether such access and/or use may have been effected without your authority, knowledge or consent. We will not be liable to you for any Losses resulting from such access or use. If you suspect that your Reap Account or its credentials have been compromised, or a Transaction has been incorrectly initiated or made without authorisation, you must immediately change your password and notify Reap.

2.5. Authorised Users. You may appoint Authorised User(s) to conduct Transactions and provide instructions to Reap on your behalf. You must set up a profile for and provide Reap with the information of each Authorised User as Reap may reasonably require. By appointing a Authorised User, you acknowledge and agree that:

(a) you are responsible for managing access to your Reap Account and that each Authorised User will be issued its own unique credentials, which you shall ensure are kept confidential;

(b) the Authorised Users have the authority and capacity to provide instructions to Reap on your behalf;

(c) Reap will rely on the authority of the Authorised Users and you will be bound by their actions, until you provide Reap with written notice withdrawing or otherwise varying the authority of an Authorised User;

(d) you are responsible for your Authorised Users' compliance with the Terms and all activity conducted under your Reap Account (regardless of knowledge or intent);

(e) you will promptly report to Reap any infringements or unauthorised access to the Dashboard or any Service; and

(f) in respect of your obligations and liabilities under the Terms, references to 'you' and 'your' shall (where the context requires) be read as including the Authorised Users.

2.6. General Risks Regarding Virtual Assets. Where you have opted to use Virtual Assets in respect of your use of the Services, you acknowledge that:

(a) Reap does not provide financial, investment, legal, or any professional advice, and no content on the Website or Dashboard shall be construed as such. Any decision to hold, transmit, use, deal, or otherwise engage in Transactions involving VAs is made solely at your own discretion and risk. Reap shall have no responsibility and shall

not be liable to you for any Loss incurred in relation thereto, and you hereby waive any and all claims against Reap related to such Losses;

(b) you are solely responsible for ensuring that: (i) any VA transfer you initiate and effect from your external wallet to Reap is sent in the correct amount and to the correct wallet address; and (ii) only VAs that are supported by Reap will be transferred to Reap. Once a VA transfer is initiated, it cannot be cancelled, reversed, or modified. Reap has no ability or obligation to unwind or recover erroneous or unauthorised VA transfers and assumes no liability in connection with any such transfer. Reap shall have no responsibility or liability for any Loss resulting from misdirected transfers, or your attempt to transfer or otherwise engage in any Transactions involving unsupported VAs;

(c) all Transactions involving VAs carry inherent risks, including: (i) risk of irreversible loss due to the failure, insolvency or misconduct of issuers, managers and/or custodians, or Third-Party Providers involved in the handling, processing or routing, of the relevant VAs; (ii) risks associated with the underlying blockchain networks and protocols, including potential security vulnerabilities, operational failures, or protocol changes; and (iii) risks that a Transaction involving VAs may remain unconfirmed for an extended period of time or indefinitely, pending sufficient confirmation by the blockchain network;

(d) the price and value of VAs are highly volatile and may fluctuate rapidly, increase, decrease unexpectedly, or potentially even fall to zero. Past performance is not an indicator of future performance, and you should not rely on historical price trends as a guarantee of future value;

(e) Reap has no responsibility and is not obligated to notify you of any risks associated with VAs and blockchain networks. Reap has no control over, and makes no representations or warranties regarding: (i) the real or perceived value of the VAs as denominated in any quoted currency; or (ii) the security, integrity or ongoing operability of any blockchain networks or protocols;

(f) the underlying protocols of the VAs' networks are subject to Forks, which are exogenous to Reap and may result in the creation of one or more Forked Networks. A Fork may materially affect the value, function, and/or name, and may result in loss of control or ownership, of the VAs you hold.

(g) Reap has sole discretion to determine whether to support a Forked Network and shall have no obligation to provide access to, or otherwise recognise, any new assets resulting from a Fork. Reap shall not be responsible for: (i) the operations, functionality, security or availability of any VA protocol or Forked Network; (ii) any delays, failures or disruptions in processing and completing your Transaction orders due to pending or unconfirmed VA transfers resulting from a Fork; and (iii) any decision to suspend, restrict or refuse to support the Forked Network or any affected VA. You acknowledge and accept the risks associated with Forks, including the potential for disruption, devaluation, and loss of VAs. Reap assumes no liability for any losses or damages incurred due to a Fork or its consequences.

3. ONBOARDING

3.1. Customer Due Diligence. To comply with our CDD, KYB and KYC obligations under Applicable Laws, before we provide our Services to you and from time to time during our provision of Services to you, you are required to complete the Onboarding Form and provide us with all information and documents we request in order to open a Reap Account. You agree that we may, directly or using a Third Party Provider, run further checks or make any inquiries from relevant databases that we believe are necessary to verify information you provide to us. Where applicable, you agree that we may also request you to facilitate the collection of, and/or to provide the relevant, KYB or KYC information and documents of your End-Users for purposes of our compliance with Applicable Laws and Card Network Rules.

3.2. You represent and warrant that you are duly authorised to provide the requested information, and that all information provided is complete, accurate, and up-to-date. In the event of any changes in the information provided, you shall provide us with such updated information without delay. If we believe that your information is incomplete, inaccurate or outdated, we may request further information from you at any time. Failure to do so may result in your inability to or adversely affect your use of the Services. We will not be responsible for any loss arising out of your failure or delay in providing us with the information we require.

3.3. Reap is entitled, in its sole discretion, to reject your application to use the Services without providing a reason, and/or to change the eligibility criteria for use of the Services at any time.

4. FEES AND PAYMENT

4.1. In consideration for the Services, you must pay to Reap the Service Fees. The applicable Service Fees are charged based on the Services you access and use, and are either (a) displayed on the Dashboard or (b) set out in separate Additional Terms. Unless otherwise expressly agreed to in writing between the Parties, all payments made by you shall be irrevocable, non-refundable and non-creditable, regardless of your actual usage of the Services during any applicable billing period.

4.2. Invoicing. Unless otherwise agreed between the Parties, Reap will deduct the Service Fees from the Funds it collects or receives as part of the Services. For certain Services where Service Fees are not automatically deducted, Reap may issue an invoice through the Dashboard or sent to you through other reasonable means as determined by us, which you must pay within thirty (30) days of receipt. Late and undisputed payments may accrue interest at an annual rate of two percent (2%) or the maximum permitted by Applicable Law, whichever is higher. If any undisputed amount remains overdue by thirty (30) days or more, Reap may temporarily suspend your use of the Services until full payment is received. You may dispute any Service Fees in writing upon receipt of the invoice. The Parties agree to work in good faith to promptly resolve any dispute, after which you must pay all undisputed amounts by the invoice due date.

4.3. Tax. All amounts payable to Reap under the Terms are exclusive of all Taxes, which you shall be responsible for and will pay in full without any set-off, counterclaim, deduction or withholding unless expressly prohibited by Applicable Law. You are responsible for determining what, if any, Taxes apply to your use of the Services, and for collecting, reporting and remitting the correct amounts of Taxes to the appropriate tax authorities. If you are required to deduct any Tax from a payment to us, you must increase the amount payable so that we receive the full amount due as if no deduction had been required.

5. SUSPENSION AND TERMINATION; SURVIVAL

5.1. Stopping Services. Unless otherwise provided in the applicable Additional Terms, you can stop using any part of the Services and terminate the Terms by providing us thirty (30) days' prior written notice where there are no outstanding Transactions or payments between you and Reap.

5.2. Reap's Right to Terminate or Suspend Services. Subject to Applicable Law, Reap may, at any time and without liability to you, terminate all or any part of the Terms or Services, or suspend access to the Services, by notifying you (to the extent legally permissible) if:

(a) you have breached the Terms;

(b) you fail to pay any amounts owing to Reap by specified the due date, or you suffer an Insolvency Event;

(c) you cease, or there is a reasonable likelihood that you will cease, to operate all or a material part of your business, including due to changes in the information provided in the Onboarding Form, or you lose the necessary licence, permission or authorisation required to operate your business;

(d) you fail to provide us with information that we require under these General Terms (including KYB or KYC information), or provide false, incomplete, inaccurate or misleading information;

(e) Reap is required to do so under Applicable Law, or by the direction of a Regulatory Authority or the Card Network;

(f) Reap determines, in its sole discretion, that your use of the Services, or any activity you engage in, presents a significant risk of financial, legal, regulatory, or reputational harm to Reap and/or the Card Network; and

(g) Reap believes that its provision of Services to you may violate Applicable Law.

5.3. Your Right to Terminate. Subject to Applicable Law, you may terminate the Terms immediately upon written notice to Reap if:

(a) Reap commits a material breach of its obligations under the Terms, and if capable of remedy, does not remedy the breach within ninety (90) days of receiving notice specifying the breach;

(b) Reap suffers an Insolvency Event; or

(c) you are required to do so under Applicable Laws or by a Regulatory Authority, provided that you provide supporting evidence and documentation to justify the termination.

5.4. Effects of Termination. Upon termination of the Terms: (a) Reap will immediately terminate your access to the Services; (b) all outstanding Service Fees and other amounts owed to Reap will become immediately due and payable; (c) you shall immediately cease using any Reap intellectual property or Confidential Information; and (d)

all rights and obligations of the Parties will immediately cease, and no Party will have any further obligation to the other Party with respect to the Terms.

5.5. Survival. The following will survive termination of the Terms: (a) the provisions that by their nature are intended to survive; and (b) any obligations or liabilities incurred by you prior to termination.

6. REPRESENTATIONS AND WARRANTIES

6.1. Your Representations and Warranties. You represent, warrant, and undertake on an ongoing basis that:

(a) you have full legal capacity and authority to enter into and perform your obligations under the Terms;

(b) you are compliant with and in good standing under the Applicable laws of the Territory of your formation, operation or incorporation;

(c) your entry into and performance of the Terms does not: (i) violate any Applicable Laws or other binding obligations on your business; (ii) conflict with or result in a default under your articles of association, by-laws, or other organisational documents; or (iii) breach any agreements to which you are a party or bound;

(d) there are no actions, suits, proceedings, investigations or claims pending, or to your knowledge, threatened against you, that might adversely affect your ability to perform your obligations under the Terms;

(e) you are not a resident, Tax resident, or otherwise connected to, any Territories that Reap has notified you as prohibited or restricted for accessing or using the Services;

(f) you do not currently have a Reap Account and/or are not otherwise registered for the use of any Reap Service unless Reap has agreed in writing for the opening of additional Reap Accounts;

(g) you maintain, and will continue to maintain: (i) an effective compliance program that addresses money laundering, terrorist financing, Sanctions, and fraud risks, in accordance with the standards prescribed by Applicable Laws, Regulatory Authorities and/or Card Network Rules (if applicable); (ii) an anti-corruption and anti-bribery policy, that prohibits the direct or indirect offer, authorisation, or payment of money or anything of value to secure an undue advantage or improperly influence a government official or business partner, or otherwise provides appropriate

controls to ensure compliance with the warranties in this Section 6.1; and (iii) accurate and complete business records in relation to your use of the Services;

(h) you hold, and will continue to hold, all necessary licences, rights, consents, and approvals required for your business operations, and for your access and use of the Services in compliance with Applicable Law;

(i) you and your Authorised Users will comply with all Applicable Laws and Card Network Rules (if applicable) in connection with the Terms and your obligations hereunder;

(j) you and your Authorised Users will not use the Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Services;

(k) you are solely responsible for any use of the Services, including the content of any data or transmissions it executes through the Dashboard, or by any Authorised User;

(l) you will use all reasonable endeavours to ensure that no unauthorised person will or could access your Reap Account or any of the Services;

(m) all information provided to Reap is complete, accurate, truthful, up-to-date, and lawfully obtained;

(n) neither you nor your Affiliates are, or have been, under investigation or had a licence, right, consent or approval restricted, suspended or terminated by any Regulatory Authority due to suspected or confirmed involvement in any way with any fraudulent or suspicious financial activities, or for any anti-money laundering or counter-terrorist financing failures;

(o) neither you, your Personnel, Authorised Users nor End-Users, have been convicted of any dishonesty, fraud, or financial crimes, and none of you are a Restricted Person;

(p) you will not use the Services to conduct a Restricted Business, transact with any Restricted Business, or enable any individual or entity to benefit from any Restricted Business; and

(q) where Virtual Assets are involved in your use of the Services, you have sufficient knowledge of Virtual Assets, and acknowledge and understand the considerations outlined in Section 2.6.

7. DISCLAIMER; LIMITATION OF LIABILITY

7.1. Disclaimer. Reap provides the Services on an “as is” and “as available” basis. To the fullest extent permitted by Applicable Laws, Reap makes no warranties, guarantees, undertakings or representations of any kind with respect to its performance under the Terms and the Services. All warranties, conditions and terms, whether express or implied by statute, common law, custom, trade usage, course of dealing or otherwise (including any express or implied warranties of satisfactory quality, merchantability, suitability or reasonable fitness for purpose or non-infringement of third party rights) given by Reap are excluded to the maximum extent permitted by Applicable Law. Reap also disclaims all representations and warranties that the Services or any services provided by any Third-Party Provider in connection with the Terms will be error-free or uninterrupted, or that they are or will be compatible with, or operate in, any computer operating system, network or system configuration or any other environment (as the case may be). You hereby waive irrevocably any rights or remedies you may otherwise have had in respect of any of the same.

7.2. Except as expressly provided herein, and to the fullest extent permitted by law, Reap and Reap’s Personnel shall have no Liability in respect of:

(a) any indirect, punitive, incidental, special, consequential, reliance, or exemplary damages suffered by or incurred by you;

(b) any loss of profits, revenue, anticipated profits or anticipated savings, loss of business opportunity, loss of or corruption of data, database or software or loss associated with the same, business interruption, and/or damage to goodwill or any other damage to reputation;

(c) any loss outside of the direct control of Reap that arises from the negligence, fraud or wilful misconduct or the insolvency of any Third-Party Provider used to provide the Services, whether or not you were aware of or consented to the involvement of such Third-Party Provider;

(d) any failure to perform, or any defective or delayed performance of, any obligations under the Terms, if and to the extent such failure, defect or delay arise from or relate to: (i) your breach of the Terms or your negligent, wrongful, illegal or bad faith conduct; (ii) a suspension of any Services under Section 5.2; (iii) any Third-Party Provider; (iv) hacking, tampering, or other unauthorised access to or use of the Services, your Reap Account, or your failure

to use or implement anti-fraud or data security measures; or (v) Reap's compliance with Card Network Rules or Applicable Laws.

7.3. Nothing in the Terms shall limit or exclude:

(a) in relation to each Party, its Liability for:

(i) death or personal injury caused by its or its Personnel's negligence;

(ii) fraud or fraudulent misrepresentation;

(iii) any other act or omission, liability for which may not be limited or excluded under Applicable Law; and

(b) in relation to you, your Liability for:

(i) your breach of Applicable Laws or Card Network Rules (if applicable), including any fines, penalties or charges imposed on you or Reap under the Card Network Rules as a result of your acts or omissions, or those of your Authorised Users or End-Users;

(ii) any sums properly due and payable to Reap under the Terms;

(iii) any willful misconduct and gross negligence; and

(iv) liability arising under any indemnity given by you.

7.4. Subject to Section 7.3, the exclusions and limitations of liability set out in this Section 7:

(a) govern all Losses arising out or in connection with the Terms or the Services, including Losses arising in tort (including negligence), in contract, under strict liability and for breach of statutory duty, except to the extent expressly provided otherwise in the Terms; and

(b) apply regardless of whether or not such Losses were known or foreseeable, and whether or not you or Reap have been advised of the possibility of such Losses.

7.5. Subject to Section 7.3, the maximum aggregate Liability in any one (1) calendar year of Reap in relation to the Terms shall not exceed the aggregate Service Fees paid by you during the three (3)-month period immediately preceding the event that gave rise to the Liability.

8. INDEMNIFICATION

8.1. Your Indemnity. You shall defend, indemnify and hold harmless Reap, its Third-Party Providers, and their respective Personnel from and against all Losses incurred or suffered in connection with or arising from:

(a) your breach of the Terms;

(b) your fraud, gross negligence or wilful misconduct;

(c) your use or misuse of the Services;

(d) your actual or alleged infringement, violation, or misappropriation of a third party's Intellectual Property Rights;

(e) your violation of Applicable Laws or, if applicable, Card Network Rules; and

(f) any inquiries, investigations, or actions by a Regulatory Authority, Third-Party Provider, or Card Network (if applicable) related to your use the Services.

8.2. In addition, and without limitation to the above, you shall promptly reimburse Reap for any amounts erroneously received in connection with your or your End-Users' Transactions.

8.3. Nothing in this Section 8 limits your Liability to Reap under any other provisions of the Terms.

9. FORCE MAJEURE

9.1. Neither Party will be liable for any failure nor delay in the performance of its obligations for so long as, and to the extent to which such failure or delay is caused by a Force Majeure Event. The Affected Party shall:

(a) promptly notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the impact of the Force Majeure Event on its ability to perform its obligations under the Terms; and

(b) use all reasonable endeavours to mitigate the impact of the Force Majeure Event on the performance of its obligations.

9.2. If the Force Majeure Event impacting the Affected Party continues for more than ninety (90) calendar days, the other Party may terminate the Terms in part or in whole.

9.3. This Section 9 does not limit or otherwise affect your obligation to pay any Service Fees or other charges or amounts payable under the Terms.

10. CONFIDENTIALITY

10.1. Each Party agrees:

(a) to maintain the other Party's Confidential Information in strict confidence and to take reasonable precautions to protect the confidentiality of such Confidential Information, at least as stringent as those taken to protect its own Confidential Information;

(b) not to disclose such Confidential Information to any third party except as required: (i) by Applicable Law, Regulatory Authorities, or any authority or court of competent jurisdiction; (ii) to its attorneys, accounts and other advisors as reasonably necessary; or (iii) for the purposes of defending itself in relation to actual or threatened proceedings; provided that in respect of (i) and (iii) above, and to the extent legally permissible, the disclosing Party shall give the other Party reasonable notice in advance of such required disclosure, and take all reasonable action to avoid or limit the disclosure; and

(c) not to use such Confidential Information for any purpose except as set forth in these General Terms.

10.2. Each Party may disclose the other Party's Confidential Information to its Personnel, Affiliates, service providers, advisors or consultants who have a bona fide need to know such Confidential Information, but solely to the extent necessary to pursue such purpose and for no other purpose; provided, that each such person first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and non-disclosure restrictions at least as protective of the other Party's Confidential Information as those set forth in the Terms, and provided that each Party is and remains responsible for the acts and omissions of such person.

10.3. Except as otherwise provided herein: (a) all Confidential Information remains the sole and exclusive property of the disclosing Party; and (b) each Party acknowledges and agrees that nothing in this Section 10 will be construed

as granting any rights to the receiving Party, by licence or otherwise, in or to any Confidential Information of the disclosing Party.

11. DATA, SECURITY AND PRIVACY

11.1. Privacy and Personal Data. Each Party shall comply with Data Protection Laws, and Applicable Laws with respect to privacy and security standards mandated by any Regulatory Authorities. By using our Services, you confirm that you have read, understood and accepted our Privacy Policy, in which we explain how and for what purposes we collect, use, retain, disclose and safeguard the Personal Data you provide to Reap.

11.2. Disclosures. Where you provide Personal Data to Reap, or authorise Reap to collect Personal Data, you must obtain all necessary right and consents from, and provide all necessary notices to, the applicable individuals (including your End-Users) sufficient to enable Reap to lawfully collect, use, retain, disclose and otherwise process the Personal Data in the ways described in the Terms and our Privacy Policy, and in accordance with Applicable Laws. You acknowledge and agree that Reap may disclose your and your End-Users' Personal Data to any Third-Party Providers to the extent necessary for the provision of Services to you and your End-Users in accordance with our Privacy Policy.

11.3. Data Security. Each Party will maintain administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of any Transaction Data, Program Data and Personal Data in its possession or under its control from unauthorised access, accidental loss or disclosure, and unauthorised modification. You agree that Program Data belongs to Reap, and you may not use it for any purpose unrelated to your use of the Services without Reap's express written consent. You will ensure that any Personal Data that is transferred to Reap is transferred by a method and means that is secure and compliant with Data Protection Laws in addition to any other reasonable information security requirements specified by us. You acknowledge and accept that any instructions and information transmitted via the internet involves risks of possible interception and transmission by third parties, or alteration or unauthorised use or misuse thereof, and agree to implement necessary security controls as may be required by Applicable Laws or by us to minimise such risks.

11.4. Security Breach. You must immediately notify Reap if you become aware of a Security Breach, and shall cooperate with Reap in the event of an investigation of suspected unauthorised use of the Services or Security

Breach. Failure to report a Security Breach without undue delay may noy only compromise your Reap Account but also result in liability for all resulting Losses. You will provide us with reasonable cooperation and assistance to comply with all obligations imposed on us by the Data Protection Legislation and any relevant Applicable Law, including: (a) dealing with and responding to any communications from data subjects; (b) dealing with, mitigating and responding to any Security Breach; and (c) with respect to security, impact assessments and consultations with any Regulatory Authorities.

11.5. Audit Rights. If a Security Breach occurs on your systems or applications affecting your compliance with the Terms, Reap may require you to permit a Reap approved third-party auditor to conduct a security audit of your systems and facilities at your expense. You must permit access and fully cooperate with all auditor requests for information or assistance. You acknowledge that your business practices may be subject to review by relevant Regulatory Authorities, Card Network, or our Third-Party Providers (as applicable). You agree to cooperate with any audits, inquiries, or information requests from such entities as required. In the event of any such requests, Reap will provide you with written notice containing details of the request and limit disclosure to the extent strictly required, while providing you all reasonable assistance and co-operation to you to protect your confidentiality. You further acknowledge and agree that Reap may, upon providing no less than forty-eight (48) hours' prior written notice to you, conduct or engage a third-party auditor at its expense to audit your use of the Services under the Terms, no more than once in any twelve-month period (except for regulatory or compliance monitoring purposes as Reap deems necessary in its sole discretion). You agree to implement any reasonable audit recommendations at your cost if they address a failure to meet your obligations under the Terms. Where an audit reveals your material breach or non-compliance with Applicable Laws, you must reimburse Reap for all related audit costs.

12. INTELLECTUAL PROPERTY

12.1. Reap Marks. All Reap Marks owned or used by Reap in the course of its business are the property of Reap. Reap reserves all Intellectual Property Rights in relation to the use of the Reap Marks. You may not copy, imitate or use the Reap Marks or any similar marks without Reap's prior written consent.

12.2. Ownership and Licensing. Reap owns and retains all rights, title, and interest, including all Intellectual Property Rights, in and to the Services and Reap Technology, and including any modifications, improvements, upgrades or

other derivative works relating to Services or Reap Technology, regardless of whether they are developed by or for you. Nothing in the Terms transfers or grants you any ownership rights in the Services or Reap Technology. Subject to your compliance with the Terms, Reap hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable and royalty-free licence to access and use Reap Technology solely to receive and use the Services as permitted under the Terms.

12.3. Licence Restrictions. Except as expressly provided in Section 12.2, all other use of the Services and Reap Technology is strictly prohibited. Reap and its licensors reserve all rights in the Services that are not expressly granted to you under the Terms. With respect to the Services and Reap Technology, you shall not, and shall not permit any third party to: (a) claim or register ownership of any Intellectual Property Rights in them on your behalf or on behalf of others; (b) export or transfer any part to any person that is a Restricted Person or to any Territory that subject to Sanctions; (c) use them in a manner that violates the Terms or any Applicable Laws; or (d) facilitate or attempt to engage in any of the foregoing. If you violate any provision of the Terms, the licence granted under Section 12.2 may be immediately suspended or terminated at Reap's sole discretion.

12.4. Feedback. If you provide any Feedback to Reap, you agree that Reap is free to use, copy, display, perform, distribute, modify, re-format and exploit the Feedback in any manner, without any attribution or compensation to you, and without any obligation or restriction based on Intellectual Property Rights or otherwise. Feedback will not be considered as constituting your Confidential Information.

12.5. Publicity. Reap may publicly identify you as a customer and may use Client Marks in its promotional and marketing materials, Website and social media channels without requiring your prior consent. You may, at any time and with reasonable prior notice to Reap, request that Reap ceases to use Client Marks for such purposes. For the avoidance of doubt, Reap will not disclose any confidential provisions of the Terms, including specific pricing or fees, without your prior approval. Neither Party shall falsely imply any sponsorship, endorsement, or affiliation that does not exist. Any joint marketing shall require prior mutual agreement between the Parties.

13. GENERAL

13.1. Notices. All notices provided under the Terms shall be in writing in English and if: (a) given to Reap, it must be delivered by email to hello@reap.global, with a copy to legal@reap.global; and (b) given to you, it may be delivered

by post or email to the physical or email address provided in the Onboarding Form or as updated by you from time to time, or posted to our Website or Dashboard.

13.2. Records. The Parties shall establish and maintain a record-keeping policy to ensure proper documentation of all users, End-Users, and Transaction Data related to the Services. Each Party shall securely retain such records for a minimum period of five (5) years and shall keep them confidential, unless such records need to be made available for inspection by the other Party or any relevant Regulatory Authority upon request. You acknowledge that, except in the case of manifest error, Reap's records of your use of the Services and any Transactions conducted through the Dashboard shall constitute conclusive evidence of their contents.

13.3. Amendment. We have the right to amend or update the Terms or the Services at our sole discretion at any time. We will provide notice of any amendments by posting the updated Terms on the Dashboard or through other means as reasonably determined by us. Unless otherwise specified in the notice, amendments will become effective on the date stated in the notice or fourteen (14) days after posting if not specified. We may also amend or update the Terms immediately and without prior notice if they: (a) are required by Applicable Law; (b) relate to the addition of a new service or extra functionality of our Services that do not materially affect your use of the existing Services; or (c) do not reduce your rights nor increase your obligations under the Terms. Your continued use of our Services after the effective date of any amendment constitutes your acceptance of the updated Terms. If you do not agree to the amendments, you should stop using our Services and may terminate the Terms in accordance with Section 5.1.

13.4. Third Party Rights. Except as expressly provided otherwise, the Terms do not give rise to any third-party rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) (as may be amended and substituted from time to time) to enforce any provision of the Terms.

13.5. Entire Agreement. The Terms constitute the entire agreement and understanding between the Parties with respect to the Services, and supersede all prior and contemporaneous agreements, proposals and representations. The Parties agree that neither of them has relied on or been induced to enter into the Terms by a warranty, statement, representation or undertaking which is not expressly included in the Terms.

13.6. Non-Exclusivity. Nothing in the Terms restricts or limits the Reap's rights to enter into similar agreements, provide services, or engage with any entities in any Territory. You agree not to, directly or indirectly, circumvent, bypass, or interfere with Reap's relationships and dealings with its Third-Party Providers.

13.7. Assignment and Subcontracting. Reap may transfer or assign the Terms, in whole or in part, or subcontract its obligations under it, without your consent. You may not transfer or assign the Terms, in whole or part, without Reap's prior written consent. Any attempt to do so will be null and void and constitute a material breach of the Terms.

13.8. Waiver. No failure or delay by Reap to exercise any right or remedy provided under the Terms, or a single or partial exercise of such right or remedy, will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. Where Reap's consent is required under the Terms, granting consent in one instance does not imply ongoing consent for future instances, and Reap may grant or withhold consent at its sole discretion.

13.9. Governing Law and Dispute Resolution. The Terms shall be governed by and interpreted in accordance with the laws of Hong Kong, without regard to any applicable conflict of law provisions. The Parties shall negotiate in good faith to seek an amicable resolution to any Disputes. If the Parties are unable to reach a resolution within thirty (30) days from the date the aggrieved Party notifies the other Party of the Dispute, the Dispute shall be referred to and finally resolved by arbitration administered by the HKIAC under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one (1), to be appointed by agreement between the Parties. The arbitration proceedings shall be conducted in English. Any awards or decisions rendered shall be final and binding upon the Parties.

13.10. Severability. If any provision of the Terms is determined to be invalid, illegal or unenforceable, it will be deemed to have been deleted without affecting the remaining provisions. If such provision would be valid, legal and enforceable if some part of it were modified or deleted, the provision will apply within the minimum modification necessary to make it valid, legal and enforceable.

13.11. Relationship. Nothing in these General Terms will be construed as creating a fiduciary relationship, partnership, joint venture or a relationship of agency between the Parties, or authorise any Party to make or enter into any

commitments for or on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

13.12. Interpretive Matters. In the Terms (unless the context requires otherwise):

(a) any reference to you may also include a reference to your Affiliates or Authorised User(s);

(b) any section, subsection or other headings shall be for reference only and shall not affect the meaning or interpretation of the Terms;

(c) the terms “include”, “including” and words of similar effect shall mean a reference to “including, but not limited to” or “including without limitation”;

(d) the term “or” shall be construed to include the phrase “and/or”;

(e) words in the singular shall include the plural and vice versa; and

(f) reference to any agreement, instrument, policy, rules or document shall be construed as a reference to it as renewed, extended, modified, amended, supplemented or novated from time to time.