

Agora Payments Services - Terms of Service

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCEPTING THESE TERMS AND REGISTERING FOR, ACCESSING AND/OR USING THE AGORA PAYMENTS SERVICES.

By selecting the box “I agree”, or otherwise accessing and using the services described below offered by Agora Payments Solutions Inc. (“**Agora Payments**”; “**us**”, “**we**” or “**our**”), an affiliate of Agora Real Estate Technologies Ltd. (“**Agora**”), you acknowledge that you, on your own behalf as an individual and on behalf of your employer or other legal entity (collectively “**you**” or “**your**”), have read and understood and agree to comply with the terms and conditions below (the “**Terms**”), and are entering into a binding legal agreement with Agora Payments. You represent and warrant that you are at least 18 years old and, if you are entering into these Terms on behalf of your employer or other legal entity, that you have full authority to bind said employer or other legal entity to these Terms. If you do not agree to comply with and be bound by these Terms or if you do not have authority to bind your employer or other legal entity, please do not accept these Terms or access or use the Payment Services. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

1. **General.** These Terms govern your use of the payments services that are integrated within the Agora platform and services (the “**Payment Services**”). The payment services are offered by Thread Bank, a bank chartered under the laws of the State of Tennessee (the “**Bank**”). The account that you open at the Bank will be managed by Agora Payments as a program partner of the Bank.
2. **Technology Provider.** In addition to the Bank, the Payment Services utilize third-party service providers to perform the functionality of the Payment Services, such as processing transactions, handling account operations including account set-up, transaction monitoring, and customer support, and providing technological connection to Agora's platform and the Bank (the “**Technology Services**”). The current service provider utilized for such purposes is Unit Finance Inc. (“**Unit**”). Agora Payments may replace the service provider in whole or in part at its discretion.
3. **Use of Payment Services.** The Agora platform provides an integration with the Payment Services offered by the Bank and the Technology Services offered by the Technology Services provider, for the sole purpose of enabling you to use those services through the Agora platform. Agora Payments provides technological access for you to use the Payment Services, but does not itself provide any of the Payment Services. NEITHER AGORA NOR AGORA PAYMENTS MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE BANK, THE PROVIDER OF THE TECHNOLOGY SERVICES, THE PAYMENT SERVICES OR THE TECHNOLOGY SERVICES. THEREFORE, YOU HEREBY IRREVOCABLY AGREE TO BE DIRECTLY AND SOLELY RESPONSIBLE FOR YOUR USE OF ANY SUCH SERVICES, AND AGREE THAT NEITHER AGORA NOR AGORA PAYMENTS SHALL BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED, BY OR IN CONNECTION WITH ANY PAYMENT SERVICES OR TECHNOLOGY SERVICES, OR ANY OTHER ENGAGEMENT BETWEEN YOU AND THE BANK AND/OR THE TECHNOLOGY SERVICES PROVIDER, WHETHER OR NOT MADE AVAILABLE ON OR THROUGH USE OF THE AGORA PLATFORM. Agora and Agora Payments shall have the right, but no obligation, to monitor interactions between you and the Bank and/or the Technology Services provider through the Agora platform.
4. **Fees.** The fees due to Agora Payments for use of the Payment Services are set forth at <https://agorareal.com/business-deposit-account-agreement/> (“**Fees**”). Agora reserves the right to update the Fees from time to time with or without prior notice.
5. **Taxes.** All payments of Fees are of net income. You shall bear all value added, state, local, withholding, and other taxes or other charges applicable to the Fees (but not any taxes based upon Agora's gross revenues or net income such as corporate income taxes). You agree to pay any such

taxes or charges no later than within thirty (30) days after your receipt of proper bills or statements from Agora Payments or the taxing authorities.

6. Termination. Agora Payments may cease offering the Payment Services at any time, in its sole discretion.

7. Disclaimer; Limitation of Liability.

(a) **YOU ACKNOWLEDGE AND AGREE THAT THE PAYMENT SERVICES AND THE TECHNOLOGY SERVICES ARE PROVIDED BY THE BANK AND THE THIRD PARTY SERVICE PROVIDER OF THE TECHNOLOGY SERVICES (CURRENTLY, UNIT), AND NOT BY AGORA OR AGORA PAYMENTS. NEITHER AGORA NOR AGORA PAYMENTS WILL HAVE ANY LIABILITY TOWARDS YOU OF ANY NATURE IN RESPECT OF YOUR USE OF THE PAYMENT SERVICES AND/OR THE TECHNOLOGY SERVICES. YOUR RIGHTS WITH RESPECT TO THE PAYMENT SERVICES ARE GOVERNED SOLELY BY THE AGORA BUSINESS DEPOSIT ACCOUNT AGREEMENT ENTERED INTO BETWEEN YOU AND THE BANK AND LOCATED AT THE FOLLOWING URL: <https://agorareal.com/business-deposit-account-agreement/> (THE "BUSINESS DEPOSIT AGREEMENT"). ANY CLAIMS, DEMANDS, LOSSES OR LIABILITIES OF ANY NATURE THAT YOU MAY HAVE WITH RESPECT TO THE PAYMENT SERVICES PROVIDED BY THE BANK SHALL BE BROUGHT BY YOU ONLY AGAINST THE BANK PURSUANT TO THE BUSINESS DEPOSIT AGREEMENT, AND NOT AGAINST AGORA OR AGORA PAYMENTS. TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION FINDS THE DISCLAIMER OF LIABILITY WITH RESPECT TO THE TECHNOLOGY SERVICES TO BE UNENFORCEABLE IN WHOLE OR IN PART, AGORA'S LIABILITY WITH RESPECT TO THE TECHNOLOGY SERVICES SHALL BE LIMITED TO ANY AMOUNTS THAT AGORA OR AGORA PAYMENTS IS ABLE TO ACTUALLY RECOVER FROM THE PROVIDER OF THE TECHNOLOGY SERVICES (AND IN THE EVENT OF MORE THAN ONE CLAIM BY DIFFERENT USERS, AS SUCH AMOUNT SHALL BE ALLOCATED AMONG SUCH USERS BY AGORA PAYMENTS IN ITS DISCRETION). YOU UNDERSTAND AND AGREE THAT AGORA'S AND/OR AGORA PAYMENTS' AGREEMENT WITH THE TECHNOLOGY SERVICES PROVIDER MAY INCLUDE LIMITATIONS ON LIABILITY THAT MAY LIMIT THE AMOUNTS THAT AGORA AND/OR AGORA PAYMENTS MAY RECOVER UNDER SUCH AGREEMENTS.**

(b) **FOR ANY LOSS, DAMAGE OR OTHER HARM ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND THE PAYMENT SERVICES TO THE EXTENT NOT LIMITED BY SECTION 7(A) ABOVE, THE CUMULATIVE AND AGGREGATE LIABILITY OF AGORA AND AGORA PAYMENTS WILL NOT EXCEED THE NET FEES PAID TO AGORA PAYMENTS BY YOU UNDER THESE TERMS DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CALENDAR MONTH IN WHICH SUCH LOSS, DAMAGE OR OTHER HARM WAS INCURRED.**

8. Allocation of Risks. The disclaimers, exclusive remedies and limited liability provisions set forth herein are fundamental elements of these Terms and the Payment Services, and allocate risk under these Terms between you and Agora and Agora Payments in light of the Fees charged by Agora payments from you in connection with your use of the Payment Services.

9. Data. You acknowledge that use of any data, including personal and financial data, collected by the Bank and/or the provider of the Technology Services in connection with your use of the Payment Services shall be governed by the Business Deposit Agreement, in the case of data collected by the Bank, and by the Technology Services provider's privacy policy (currently located at: <https://www.unit.co/privacy-policy>), in the case of data collected by the Technology Services provider. By your use of the Payment Services, you irrevocably consent to such terms and policies. Neither Agora nor Agora Payments will have any liability of any kind or nature in respect of the

use, collection, processing or storing of such data by the Bank and/or by the Technology Services provider. By inputting any data into the Agora platform in connection with your use of the Payment Services, you instruct Agora to transfer such data to the Bank and/or to the provider of the Technology Services.

10. Miscellaneous.

- (a) Force Majeure. Agora Payments shall not be liable for any costs or damages due to nonperformance under these Terms, arising out of any cause or event not within the reasonable control of Agora Payments and without its fault or negligence, such as an act of God, act of war, labor disputes, reason of fire, floods, failure of the internet or any network used to access or provide the Payment Services, failure of service attack, intentional blocking of the Payment Services by any third party, including the Bank or the Technology Services provider, or inability to obtain necessary materials or services from suppliers if no equipment sources for such suppliers or services are readily available.
- (c) Governing Law and Jurisdiction. These Terms shall be construed and governed in accordance with the laws of the State of Delaware, regardless of its conflict of laws rules, and the competent courts of the State of Delaware shall have sole and exclusive jurisdiction over any dispute under these Terms.
- (d) Assignment. You may not assign, sublicense or make available to any other person or entity, this Agreement, or any rights or obligation hereunder in whole or in part without the prior written consent of Agora Payments, and any attempt by you to so assign, sublicense or make available shall be deemed null and void. Agora Payments may transfer and assign its rights and obligations hereunder to an affiliate or to a third party that acquires all or substantially all of the assets subject to this Agreement or securities of Agora or Agora Payments or any entity into which Agora or Agora Payments shall merge or any affiliate thereof.
- (e) Modification or Amendment. These Terms may only be modified or amended by a written instrument duly executed by each of you and Agora Payments. Agora Payments may add features or functionality or improve or change or modify the Payment Services at any time at its sole discretion.
- (f) Severability. Should any provision of these Terms be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof, which shall be interpreted so as to give a maximum effect to the intention of the void or unenforceable term.
- (g) Entire Agreement. These Terms, represent the entire agreement between the parties with respect to the subject matter hereof and supersede any prior proposal, representation, or understanding between the parties. These Terms do not impact or derogate or detract from the Business Deposit Agreement or any agreement you may have with Agora or any of its other affiliates, all of which will remain in full force and effect.
- (h) No Waiver. The failure of Agora Payments to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not be deemed a waiver by Agora Payments as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- (i) Third Party Beneficiary. Agora is an express third party beneficiary of all provisions of these Terms that reference Agora, and shall be entitled to enforce such provisions, and shall benefit from such provisions, as if an original party to these Terms.