

General Terms CAV Solution SaaS Devices and Solutions for Age Verification

CAV Solution is developing age verification devices for vending machines, self-checkouts, pick up points and self-service-market.

1. Definitions

- 1.1 Age Verifier – device to be installed to the side or inside of the vending machine.
- 1.2 Customer – an entity subscribed to the Services based on the Subscription Plan.
- 1.3 Agreement – the legally binding contract between the Customer and CAV Solution for using the Services consisting of these General Terms and any special terms of service level agreements, if applicable.
- 1.4 CAV Solution – CAV Solution OÜ, a limited liability company (registry code 16135498, address Linda tn 2, 20309 Narva, Estonia) that offers the Services.
- 1.5 Customer Personal Data – personal data that Customer or End User uploads or otherwise provides to CAV Solution in connection with its use of the Services.
- 1.6 End User – the individual whose data, including Image, is aggregated by the Customer or CAV Solution during the use of the Services.
- 1.7 General Terms – all of the terms and conditions contained herein and all other operating rules, policies, established good practice, guidelines, and procedures that may be published from time to time by CAV Solution or otherwise made available on or through the Services, as well as any of their future modifications.
- 1.8 Image – images captured of the End User via the CAV Solution, which may include images of the End User's face and/or identification document.
- 1.9 Price List – prices of different subscription plans and any other services (e.g. Customer branding/software integration and custom software development) that CAV Solution may provide to the Customer upon request and/or on the basis of a separate agreement.
- 1.10 Services – software as a service provided or made available by CAV Solution.
- 1.11 Subscription Plan – pricing model for service functionality depended of quantity Age Verifiers.

2. Conditions of use

- 2.1. Subject to all limitations and restrictions contained herein, CAV Solution grants the Customer a non-exclusive and non-transferable subscription right to access and use the Services as hosted by CAVSolution in accordance with the General Terms.
- 2.2. The Customer understands and agrees that CAV Solution uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage and related technology required to run the Services.
- 2.3. The Customer understands that the specification of the Services and the Age Verifier will be provided by CAV Solution separately.
- 2.4. The Customer hereby represents and warrants that all the End User's personal data has been obtained lawfully, is compliant with data protection and electronic communications laws and the Customer has all the necessary consents to process personal data.
- 2.5. The Customer may not sell, modify, re-use, re-sell, distribute, reproduce or make any other use of the Services unless agreed upon differently between the Parties.
- 2.6. The Customer may not reverse engineer, decompile or disassemble the Services or modify another website so as to falsely imply that it is associated with the Services.
- 2.7. No ownership or exclusive copyrights to the Services are granted to the Customer through the Customer's use of the Services.
- 2.8. The Customer's use of the Services is entirely at the Customer's own risk, for which CAV Solution shall not be liable. The Customer is responsible for ensuring that any products, services or information available through the Services meet the Customer's specific requirements.
- 2.9. The Customer owns all right, title and interest in and to End User's data provided to CAV Solution by the Customer, subject to CAV Solution's rights as set forth below. The Customer grants CAV Solution the right to use, reproduce, modify and distribute End User's data as necessary or appropriate to transmit, store, encrypt, calculate, and analyse the End User's data, create and distribute reports, and to provide, modify and improve the Services. CAV Solution shall own all database rights to anonymised data, including any calculations, functions, features, or other modifications of the End User's data.

2.10. The Customer grants CAV Solution the right to display the Customer's name and/or trademark in CAV Solution's sale and marketing materials.

2.11. The Customer understands that CAV Solution reserves the right to suspend the Customer's access to the Services if the Customer is in delay with payment of an invoice for more than 15 (fifteen) calendar days.

3. Age Verifier for Vending

3.1. CAV Solution shall provide the Customer with the necessary components and instructions on assembly for the Age Verifier. The Age Verifier contains a special camera and document tray that are most suitable for working with artificial intelligence.

3.2. Customer notes that the Age Verifier is assembled from components that have been separately certified, the complete system has not been certified. The Customer shall be responsible for the acquisition of any certificates, if necessary.

3.3. CAV Solution shall ship a kit to assemble and install the Age Verifier to the Customer within after subscribing for the Service. Ownership of the Age Verifier kit shall transfer to the Customer upon receipt of the kit. Unless otherwise specified by CAV Solution, each Age Verifier is sold EXW Tallinn (Incoterms 2000). Risk of accidental loss of or damage to any consignment of the Age Verifier shall pass to the Customer from the time of offering delivery to the Customer or a first carrier at the CAV Solution premises. If requested by CAV Solution the Customer must provide CAV Solution with copies of customs documentation that evidence the export of the delivered Age Verifier.

3.4. Customer will inspect all shipments promptly upon receipt. Failure to notify CAV Solution of any nonconforming shipment (including but not limited to quantity variance, incorrect components, and visible defects) within two weeks after delivery of the Age Verifier (the "Inspection Period") shall be deemed Customer's acceptance of such shipment. CAV Solution shall have no liability for notification after the applicable Inspection Period.

3.5. Customer must within 15 days from delivery (EXW Tallinn (Incoterms 2000)) inspect the Age Verifier for any defect or non-conformity. Under no circumstances shall CAV Solution be liable for any damage to the Age Verifier that has occurred during transit.

3.6. Any complaints concerning the quantity, model and colour of the Age Verifier delivered (EXW Tallinn (Incoterms 2000)) must be presented immediately upon delivery of the ordered Age Verifier.

3.7. Except as specifically provided in this Agreement, and to the maximum extent permitted by applicable law, CAV Solution expressly disclaims all warranties and conditions of any kind, whether express, implied or statutory, arising from course of dealing or usage in trade regarding any products or services, including without limitation any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

4. Data protection

4.1. In its use of the Services, Customer shall comply with all applicable laws, including without limitation Privacy/Security laws. 4.2. CAV Solution is a data processor, who processes data on behalf of the Customer. Customer is a data controller. CAV Solution agrees to process personal data received under the Agreement only for the purposes set forth in the Agreement.

4.3. Customer agrees to comply with its protection, security and other obligations with respect to Customer Personal Data prescribed by applicable data protection requirements for data controllers by: (a) establishing and maintaining a procedure for the exercise of the rights of the individuals whose Customer Personal Data are processed on behalf of Customer; (b) processing only data that has been lawfully and validly collected and ensuring that such data will be relevant and proportionate to the respective uses; and (c) ensuring compliance with the provisions of this Agreement by its personnel or by any third-party accessing or using Customer Personal Data on its behalf. The Customer is responsible for obtaining consent from data subjects, where applicable. Consent is an indication from the data subject to allow Customer Personal Data processed by the Customer.

4.4. Customer acknowledges that in the provision of some services (such as identification service providers), CAV Solution intends to engage subprocessors to help it satisfy its obligations in accordance with this Agreement or to delegate all or part of the processing activities to such subprocessors. CAV Solution shall take commercially reasonable steps to ensure that (i) persons employed by it and (ii) other persons engaged to perform on CAV Solution's behalf, including but not limited to subprocessors, comply with the relevant terms of the Agreement. If needed, CAV Solution will enter into separate agreements with said subprocessors to ensure that subprocessors are required to comply with and acknowledge and respect the terms set forth in this Agreement and the confidentiality of the Customer Personal Data, including after the end of their respective contract or assignment.

5. Confidentiality

5.1. The parties shall maintain and keep confidential and shall not disclose directly or indirectly to any third party the other party's Confidential Information (as defined below) and shall prevent the third parties' access to such information (hereinafter Confidentiality Obligation). The Confidentiality Obligation includes the prohibition to use the confidential information for any other purposes than the provision and receipt of the Services and other services agreed between the parties. The Confidential Information shall mean all information (including oral and visual information, information recorded in writing or electronically, or in any other medium or by any other method) related to a party or to a company belonging to the same group with that party (hereinafter a party and companies belonging to the same group Group Company), inter alia, including:

5.1.1. The Agreement and any other internal regulations and/or documents of any of the Group Companies;

5.1.2. All the data and documentation related to the businesses and clients of the Group Company, including client information and databases, financial information, any information about the methods of cost estimation, volumes of any of the Group Company's purchase or sales activities, market shares, business partners, marketing plans, cost and price structuring, sales

strategies, development of the services, information about commercial and other agreements (including the economic situation, accounting information, structure, internal administration and data about the shareholders), information affecting the work of management bodies, business plans, budgets, etc;

5.1.3. IT systems and software belonging to or licensed by the Group Companies; usernames and passwords issued or generated for the use of such IT systems or software;

5.1.4. Any other information about the business activities of the Group Companies, the disclosure of which may affect any of the Group Companies in a negative manner or any information which a party might reasonably expect that a Group Company would regard as confidential.

5.2. In case of any reasonable doubt, whether the particular information shall be treated as confidential and whether and to what extent it might be disclosed to third parties, the parties shall consider such information as Confidential Information.

5.3. The relevant Group Company remains the owner of the Confidential Information, regardless of any disclosure of the same. A disclosing party may at any time request that the receiving party returns any media containing Confidential Information. 5.4. The Confidentiality Obligation shall remain effective for an indefinite term after the termination of the Agreement due to whatever reason.

6. Intellectual Property rights

6.1. Intellectual property generally includes inventions, designs, processes, formulae, databases, algorithms, improvements, know-how, logos, marks, plans, models, mask designs and graphic displays, photographs, digital and other artworks, all copyright works, and in relation to the software particularly and without limitation, the source code and architecture of the software and trade secrets including details of performance or design of the software or any part of the software.

6.2. All intellectual property rights to the components of the Services and/or the Age Verifier, any upgrade of the software and in all additions, corrections, and improvements thereto, and in any other proprietary software made available by CAV Solution to the Customer will at all times remain the property of CAV Solution. The intellectual property rights in all software developments (APIs, applications, algorithms, methods etc) done by CAV Solution for the Customer will remain with CAV Solution. The parties acknowledge that the Customer shall not receive any intellectual property rights to the components of the Services.

6.3. Customer has a right to use the Service and/or the Age Verifier for the purposes necessary to conclude the regular business activities of the Customer. The software related to the Service will remain the exclusive intellectual property of CAV Solution during the term of the Agreement and after the termination of the Agreement.

7. Payment

7.1. The fees applicable to the provision of the Services and other services that may be provided to the Customer upon request and/or on the basis of a separate agreement are described in the Price List.

7.2. CAV Solution shall provide the Services to the Customer and the Customer shall pay for the provision of the Services in accordance with the Subscription Plan. The fee of the Subscription Plan does not include the fees applicable to the provision of other services by CAV Solution (e.g. Customer branding/software integration and custom software development) unless CAV Solution and the Customer have explicitly agreed otherwise in a format that can be reproduced in writing. If additional costs need to be incurred by CAV Solution for the provision of the Services, CAV Solution shall notify the Customer before incurring such costs and the distribution of such costs shall be agreed between CAV Solution and the Customer separately in a format that can be reproduced in writing.

7.3. If the Customer agrees to a Subscription Plan then the respective fee indicated in the Price List shall be applicable for the duration of the Agreement term, if the Agreement is entered into for a fixed period. If the Agreement is entered into for an unspecified period, then the fee of the Subscription Plan may change in the course of the Agreement as CAV Solution is entitled to change the Price List unilaterally by notifying the Customer thereof 1 (one) calendar month in advance. If the Customer continues to use the Services, the Customer is deemed to have accepted the new Price List.

7.4. Amounts due under this Agreement are payable to CAV Solution without deduction for any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value-added tax, whether or not withheld at the source (collectively, "Sales Tax"). Except as forbidden by applicable law, CAV Solution may require that Customer submit applicable Sales Taxes to CAV Solution. However, the preceding sentence does not apply to the extent that Customer is tax exempt, provided it gives CAV Solution a valid tax exemption certificate within 30 days of the Effective Date. CAV Solution's failure to include any applicable tax in an invoice will not waive or dismiss its rights or obligations pursuant to this Section 7.4.. If applicable law requires withholding or deduction of Sales Taxes or any other tax or duty, Customer shall separately pay CAV Solution the withheld or deducted amount, over and above fees due. For the avoidance of doubt, this Section 7.4. does not govern taxes based on CAV Solution's net income. Value added tax is added to the fees, if applicable.

7.5. Depending on the Subscription Plan and other services provided to the Customer, CAV Solution invoices the Customer on a monthly basis for the Services and/or other services used by the Customer in the preceding month, unless CAV Solution and the Customer have explicitly agreed otherwise in a format reproducible in writing. There will be no refunds or credits for partial volumes and/or monthsor refunds for volumes and/or months unused. Invoice shall be sent to the e-mail address indicated by the Customer and the payment term is 15 (fifteen) calendar days from the date of the invoice unless a different payment term is indicated on the invoice or unless CAV Solution and the Customer have explicitly agreed otherwise in a format that can be reproduced in writing.

8. Disclaimer of Warranties

8.1. CAV Solution provides the Services on an “as is” and “as available” basis, without warranty of any kind. Without limiting this, CAV Solution expressly disclaims all warranties, whether express, implied or statutory, regarding the Services, including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement, or any implied warranty arising from statute, course of dealing, course of performance, or usage of trade. Without limiting the generality of the foregoing: (a) CAV Solution has no obligation to indemnify or defend Customer or End Users against claims relating to infringement of intellectual property rights; (b) CAV Solution does not present or warrant that the SaaS will perform without any interruption or error; and (c) CAV Solution does not represent or warrant that the SaaS is secure from hacking or other unauthorized intrusion or that Customer data will remain private or secure.

8.2. CAV Solution endeavours to ensure the continuous and uninterrupted operation of the Services pursuant to these General Terms. However, CAV Solution does not warrant that the Services will meet the Customer's requirements; that the Services will be uninterrupted, timely, secure, or error-free; that the information provided or obtained through the use of Services is accurate, reliable or correct; that any defects or errors will be corrected; that the Services will be available at any particular time or location; or that the Services are free of viruses or other harmful components. The Customer assumes full responsibility and risk of loss resulting from the Customer's use of the Services.

9. Limitation of Liability

9.1. All claims related to the performance of the Agreement must be submitted to the other party without undue delay in a format that can be reproduced in writing.

9.2. A party has the right to demand compensation from the other party for damage caused by for breach or non-performance of their obligations under the Agreement, unless these General Terms provide otherwise or unless the parties have explicitly agreed otherwise in a format that can be reproduced in writing.

9.3. The Customer understands and agrees that CAV Solution will not be liable to the Customer or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from

9.3.1. the Customer's use or inability to use the Services;

9.3.2. the End User's use or inability to use the CAV Solution ;

9.3.3. any modification, price change, suspension or discontinuance of the Services;

9.3.4. the Services generally or the software or systems that make the Services available;

9.3.5. unauthorised access to or alterations of the Customer's transmissions or data;

9.3.6. any other matter relating to the Services;

9.3.7. damages occurred to the Age Verifier from improper use.

9.4. CAV Solution's liability is limited whether or not CAV Solution has been informed of the possibility of such damages and even if a remedy set forth in the Agreement is found to have failed its essential purpose. CAV Solution will have no liability for any failure or delay due to matters beyond CAV Solution's reasonable control. However, the maximum liability of CAV Solution is limited to the amount that is equal to the amount the Customer paid to CAV Solution during the previous three months from the occurrence of the event that resulted in CAV Solution's liability. In no event will CAV Solution be liable for lost profits or loss of business or for any consequential, indirect, special, incidental, or punitive damages arising from or related to this Agreement.

9.5. The parties shall not be liable for breach or non-performance of their obligations under the Agreement if it has been caused by force majeure. If the effect of force majeure is temporary, non-performance is excused only for the period during which force majeure impeded the performance of the obligation. Force majeure events are unforeseeable circumstances which the party having violated the obligation is unable to control and the prevention of which by the same cannot be expected proceeding from the principle of reasonableness. Examples of force majeure include but are not limited to severe acts of nature, war, riot, acts of terrorism, epidemics, pandemics, the activities of public authorities (e.g. the state, local government) and other circumstance independent of the parties (e.g. strike, general failure of the computer system, failure of communications lines or power failure, denial-of-service attack).

9.6. Customer is responsible and liable for End Users' use of the Services, including without limitation unauthorized End User conduct and any End User conduct that would violate the any laws or the requirements of this Agreement applicable to Customer.

10. Release and Indemnification

10.1. The Customer indemnifies, defends, and holds CAV Solution harmless from and against any and all third party claims, liabilities, suit, proceedings and/or expenses, including attorneys' fees, arising out of the Customer's alleged or actual use of, misuse of, or failure to use the Services, including but not limited to (a) claims by Users or by Customer's employees, as well as by Customer's own customers; (b) claims related data incidents; (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the SaaS through Customer's account, including without limitation by Customer Data; and (d) claims that use of the SaaS through Customer's account, including by Users, harasses, defames, or defrauds a third party or violates any law or restriction on electronic advertising. Customer's obligations include, without limitation: (i) settlement at Customer's expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses; and (ii) reimbursement of reasonable attorneys' fees incurred before Customers' assumption of the defense (but not attorneys' fees incurred thereafter). If Customer fails to assume the defense on time to avoid prejudicing the defense, CAV Solution may defend the Indemnified Claim, without loss of rights pursuant to this section 11. Provider will have

the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects either of them to any ongoing affirmative obligation. A "data incident" is any (1) unauthorized disclosure of, access to, or use of Customer or End User Data, or (2) violation of Privacy/Security Law through Customer's account. Data Incidents include, without limitation, such events caused by Customer, by CAV Solution, by Customer's customers or other users, by hackers, and by any other third party.)

11. Term and termination

11.1. The Services are provided during the Agreement term stipulated in the Subscription Plan.

11.2. If the Agreement is entered into for an unspecified term, either party may cancel the Agreement at any time by notifying the other party 2 (two) months in advance in a format that can be reproduced in writing.

11.3. A Party may cancel the Agreement without advance notice if:

11.3.1. application has been submitted for initiating the other party's bankruptcy or liquidation proceedings or the other party is declared bankrupt or liquidated;

11.3.2. the other party has committed a material breach of the Agreement;

11.4. the other party has committed a breach of the Agreement and fails to remedy the breach in 30 (thirty) calendar days or refuses to remedy the breach.

11.5. Termination of the Agreement does not release the parties from their outstanding obligations arising from the Agreement and does not affect the rights or remedies of a party arising out of breach of the Agreement.

12. Miscellaneous

12.1. The Agreement between the Customer and CAV Solution and any access to or use of the Services, is governed by the laws of the Republic of Estonia, except the conflict of laws rule. All disputes arising from the Agreement or the use of Services shall be settled via negotiations. If an amicable settlement cannot be reached, the dispute shall be finally settled in accordance with the laws of the Republic of Estonia in Harju County Court in Tallinn.

12.2. The Customer may not assign or delegate any rights or obligations under the Agreement without CAV Solution's prior written consent and any unauthorised assignment and delegation by the Customer is void.

12.3. All provisions of the Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, confidentiality obligations, warranty disclaimers, indemnity and limitations of liability.

12.4. CAV Solution communicates with the Customer in an electronic form via the contact person and/or email address the Customer has submitted. Urgent informational messages may be communicated by phone but shall be repeated via e-mail latest on the next working day. The Customer agrees that all agreements, notices, disclosures, and other communications that CAV Solution provides to the Customer electronically satisfy any legal requirement that those communications would satisfy if they were on paper. The Customer undertakes to notify CAV Solution immediately of a change in the submitted contact details.

12.5. If any provision of the Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect. Any failure on the part of CAV Solution to enforce any provision of the Agreement will not be considered a waiver of CAV Solution's right to enforce such provision.

13. Changes to these General Terms

13.1. CAV Solution reserves the right, at its sole discretion, to amend these General Terms at any time and will update these General Terms in the event of any such amendments. CAV Solution will notify the Customer of minor changes to the General Terms at least 30 calendar days prior to the change taking effect by notifying the Customer via email. For material modifications, the Parties shall enter into negotiations. For the avoidance of doubt, the modifications to the functionality of the Services will not be deemed as material changes.

13.2. CAV Solution reserves the right at any time and from time to time to modify or discontinue temporarily the Services (or any part of it) in accordance with the service level agreement, if applicable.

14. Price list

Subscription Plan	Minimum monthly fee in USD	Price per verification in USD	Verifications included in subscription
Universal	50	0.50	400

Without subscription plan, price per verification 1,00 USD.

14.1. The prices indicated (in the paragraph 14. Price list) are per device (Age Verifier) and the monthly plan automatically changes if the number of devices used exceeds the number indicated according to the paragraph 14. Price list.

- 14.2. If the Age Verifier is turned on for less than 5 (five) hours per month, then the client does not need to pay a monthly fee.
- 14.3. If the quantity of verifications exceeds the numbers specified in the monthly plan, then the cost of each subsequent verification is added to the monthly fee at the price of the corresponding in Plan Subscription.
- 14.4. If during the month the quantity of verifications was less than those included in the subscription plan, then the unused amount is not transferred to a new month and the monthly fee is not reduced.