

PAYMENT SERVICES AGREEMENT

Effective Date: 1 January 2026

Wallera FZE, a company established under the laws of the United Arab Emirates, with its registered office located at Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates (hereinafter the "Company" or "Service Provider"), hereby offers to provide payment processing services (the "Services") to any individual or legal entity (the "Client") pursuant to the terms and conditions set forth in this Agreement.

1. ACCEPTANCE OF TERMS

1.1 This Agreement constitutes a binding offer made in accordance with UAE commercial law and applicable free zone regulations.

1.2 By registering on the Company's platform at <https://wallera.vip> or by utilizing any Services, the Client signifies complete and unconditional acceptance of all terms contained herein.

2. SCOPE OF SERVICES

2.1 The Company agrees to provide the Client with electronic payment processing services, which may include:

- Acceptance and processing of customer payments through supported payment methods;
- Transaction processing, clearing, and settlement;
- Fund transfers to Client-designated receiving accounts.

2.2 The precise scope, features, and technical specifications of Services shall be detailed in a separate Service Schedule agreed between the Parties.

3. COMPANY OBLIGATIONS

3.1 The Company commits to:

- Deliver Services in accordance with this Agreement and all applicable UAE laws and regulations;
- Implement appropriate measures to protect Client data confidentiality and security;
- Provide reasonable technical assistance during standard business hours;
- Maintain adequate systems and controls to ensure reliable service delivery.

4. CLIENT OBLIGATIONS

4.1 The Client agrees to:

- Provide accurate, complete, and current information during registration and throughout the business relationship;
- Maintain the confidentiality and security of account credentials;
- Utilize Services exclusively in compliance with applicable laws and regulations;
- Refrain from engaging in prohibited activities as defined by the Company;
- Promptly notify the Company of any unauthorized access or security concerns via support@wallera.vip.

5. FEES AND SETTLEMENT

5.1 Service fees shall be as specified in the applicable Service Schedule or fee schedule provided to the Client.

5.2 Settlement of funds received from Client customers, net of applicable fees, shall be remitted to the Client's designated account within the timeframe specified in the Service Schedule.

6. LIMITATION OF LIABILITY

6.1 The Company shall not be liable for any indirect, special, incidental, punitive, or consequential damages arising from the provision or non-provision of Services, including but not limited to loss of profits, data, or business opportunities.

6.2 The Client bears sole responsibility for any violations of applicable laws and for damages resulting from misuse of Services or breach of this Agreement.

7. CONFIDENTIALITY

7.1 Both Parties agree to maintain strict confidentiality of all proprietary and sensitive information exchanged during the course of this Agreement, except as required by law or regulatory authority.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed by and interpreted in accordance with the laws of the United Arab Emirates.

8.2 Any disputes arising from or related to this Agreement shall first be addressed through good faith negotiations. Should amicable resolution prove unsuccessful, disputes shall be submitted to the competent courts of Sharjah, United Arab Emirates.

9. TERM AND TERMINATION

9.1 This Agreement shall remain in effect until terminated by either Party in accordance with its provisions.

9.2 Either Party may terminate this Agreement upon written notice as specified in the applicable Service Schedule, or immediately upon material breach by the other Party.

10. AMENDMENTS

10.1 The Company reserves the right to modify this Agreement at any time. Amended versions shall be published on <https://wallera.vip> and become effective upon publication.

10.2 The Client is responsible for reviewing this Agreement periodically. Continued use of Services following any amendments constitutes acceptance of the modified terms.

11. SEVERABILITY

11.1 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

COMPANY INFORMATION

Walleria FZE

Address: Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates

Website: <https://wallera.vip>

Email: support@wallera.vip