

TERMS OF SERVICE

Pinicode, powered by Pinitech LTD.

Effective Date: October 7, 2025

Last Updated: October 7, 2025

Version: 1.0

1. INTRODUCTION

Welcome to Pinicode, an innovative digital voucher and gift card platform powered by Pinitech Ltd, a UK-registered technology company. Pinitech Ltd (“Company,” “we,” “our,” or “us”) develops the Pinicode platform to help businesses and consumers securely create, distribute, manage, and redeem digital vouchers.

Pinitech Ltd is also exploring the possibility of obtaining an Electronic Money Institution (EMI) license in the United Kingdom in order to expand the scope of regulated services it may offer in the future. Until such time, Pinicode operates strictly as a technology and voucher management platform and does not issue electronic money, provide banking services, or conduct regulated financial activities.

By accessing or using our website, platform, APIs, or related services (collectively, the “Services”), you agree to be bound by these Terms of Service (“Terms”). If you do not agree, you must not use the Services.

2. SCOPE OF SERVICES

Pinicode offers:

- A voucher issuance and management system for businesses.
- A voucher purchase and redemption platform for consumers.
- API integrations for seamless business adoption.
- Wallet and payment support, including multi-currency and cross-border functionality.
- Reseller and distributor partnerships, enabling authorized third parties to promote, sell, and distribute Pinicode vouchers and related services in compliance with this Privacy Policy and applicable regulations.

The Services are designed for legitimate business and consumer use only and may not be used for unlawful purposes.

3. ELIGIBILITY

To ensure lawful and responsible use of the Pinicode platform, the following eligibility requirements apply:

3.1 Age Requirement

- You must be at least 18 years of age (or the age of legal majority in your jurisdiction, if higher) to access or use the Services.
- By creating an account or using the Services, you represent and warrant that you meet this age requirement.
- If we become aware that personal data has been collected from an individual who does not meet the eligibility criteria, we reserve the right to suspend or terminate the account and delete such data.

3.2 Users

Pinicode recognizes three types of users:

- **Merchants** – Businesses that use Pinicode as their payment method for voucher issuance, management, or acceptance.
- **Retail Users** – Individual consumers who purchase and redeem Pinicode vouchers directly from the Pinicode platform.
- **Resellers/Distributors** – Authorized businesses that receive API access or other integration tools to resell Pinicode vouchers on their own platforms.

Where the Services are used by a business, company, or other legal entity, the entity must be duly incorporated, registered, and authorized to enter into legally binding agreements.

Business accounts must be registered using accurate corporate details, including company name, registration number, and authorized representatives.

The individual creating or managing the account on behalf of a business entity represents and warrants that they are duly authorized to act on the entity's behalf.

3.3 Authority to Act

- By using the Services, you represent and warrant that you have the full right, power, and authority to enter into these Terms, either for yourself as an individual or on behalf of the organization you represent.
- If you do not have such authority, you must not use the Services or create an account on behalf of an organization.

3.4 Restrictions on Use

The Services must not be used by individuals or organizations that are:

- Prohibited from entering into contracts under applicable law.
- Subject to trade restrictions, sanctions, or other regulatory limitations.

- Using the Services for purposes that are fraudulent, unlawful, or otherwise inconsistent with these Terms.

4. ACCOUNT REGISTRATION

In order to access certain features of the Services, you may be required to create, verify and maintain a registered account with Pinicode. By registering for an account, you agree to the following:

4.1 Accuracy of Information

- You must provide true, accurate, complete, and up-to-date information when creating your account.
- You are responsible for promptly updating your account details if there are any changes to ensure that the information remains current.
- Pinicode is not responsible for any loss or disruption resulting from inaccurate or incomplete information provided by you.

4.2 Security of Credentials

- You are responsible for safeguarding your account credentials, including your username, password, API keys, or any other secure access codes issued by Pinicode.
- You must not share your login credentials with any third party, and you are fully responsible for all activities conducted under your account, whether authorized by you or not.
- If you suspect unauthorized access, you must notify Pinicode immediately so that appropriate action can be taken to secure your account.

4.3 Account Responsibilities

- You agree to use your account solely for lawful purposes in accordance with these Terms.
- Business accounts must only be operated by authorized representatives of the company or organization.
- You accept full responsibility for any activities, transactions, or obligations arising from the use of your account.

4.4 Suspension or Termination of Accounts

- Pinicode reserves the right, at its sole discretion, to suspend, restrict, or terminate your account if:
 - False, misleading, or incomplete information is provided during registration or account updates.
 - You are found to be in violation of these Terms or applicable laws.
 - Your account is involved in fraudulent, abusive, or unauthorized activities.
- Upon suspension or termination, your right to use the Services will immediately cease. Pinicode may, at its discretion, preserve or delete data associated with your account in accordance with our Privacy Policy and applicable law.

5. PAYMENTS AND TRANSACTIONS

Pinicode provides support for multiple payment methods in connection with voucher purchases, redemptions, and related services. By engaging in any transaction through the platform, you agree to the following terms:

5.1 Supported Payment Methods

- Pinicode may accept payments via traditional bank transfers, debit or credit cards, and approved digital assets (cryptocurrencies or stablecoins, where supported).
- The availability of payment methods may vary depending on your location, currency, or account type.

5.2 Accuracy and Authorization

- You are responsible for ensuring that all payment details provided are true, accurate, and complete.
- By submitting payment information, you represent and warrant that you are legally authorized to use the selected payment method.
- Any unauthorized use of a payment method may result in suspension of your account and potential legal action.

5.3 Transaction Processing

- Payments are processed through third-party financial service providers and may be subject to their separate terms and conditions.
- Processing times may vary depending on the payment method, and Pinicode is not liable for delays beyond its control.
- Certain payments, especially involving digital assets, may be irreversible, and you accept the risk associated with such transactions.

5.4 Fees and Charges

5.4.1 Transaction Fees (End-Users)

Pinicode may impose fixed transaction fees for generating and redeeming vouchers. These fees are separate from reseller commissions and will always be disclosed to the user before completion. Additional charges from banks, card issuers, or payment providers may also apply.

5.4.2 Reseller Commissions

Resellers distributing Pinicode vouchers earn commissions based on their transaction volumes under a tiered structure. Commission payments follow the Reseller Program terms and may be updated by Pinicode with prior notice.

5.5 Voucher Acceptance

- Vouchers issued through Pinicode are valid only within the supported ecosystem of merchants and platforms integrated with our Services.
- Pinicode does not guarantee or warrant acceptance of vouchers by merchants or platforms outside of this ecosystem.

5.6 Compliance with Regulations

- All payments and transactions must comply with applicable financial, anti-money laundering (AML), counter-terrorist financing (CFT), and sanctions regulations.
- Pinicode reserves the right to hold, suspend, or reverse transactions where suspicious activity is detected or regulatory compliance requires it.

6. API ACCESS

Pinicode provides Application Programming Interface (API) access to enable businesses and partners to integrate our Services with their own systems and applications. By using the Pinicode APIs, you agree to the following terms:

6.1 Authorized Use

- API access is granted solely for the purpose of integrating Pinicode's voucher issuance, management, and redemption features into your business systems.
- You may not use the APIs for any purpose unrelated to the Services or in a manner that could damage, disable, or impair Pinicode's platform.

6.2 Compliance with Documentation

- You must use the APIs strictly in accordance with the technical documentation, guidelines, and security standards provided by Pinicode.
- Failure to comply with these requirements may result in restricted functionality, suspension of access, or termination of your account.

6.3 Security and Credentials

- API keys, tokens, or access credentials provided by Pinicode are confidential and must be safeguarded as securely as account login information.
- You are responsible for all activity carried out under your API credentials, whether authorized by you or not.
- Sharing, selling, or transferring API credentials without authorization is strictly prohibited.

6.4 Prohibited Activities

You may not:

- Attempt to reverse engineer, decompile, disassemble, or derive source code from the APIs.

- Circumvent or disable any access controls, rate limits, or usage restrictions.
- Use the APIs in a way that introduces malware, disrupts Services, or compromises system integrity.
- Exploit the APIs for fraudulent, abusive, or unauthorized purposes.

6.5 Availability and Maintenance

- Pinicode does not guarantee uninterrupted availability of its APIs. Access may be temporarily suspended for updates, upgrades, maintenance, or technical issues.
- Pinicode may modify, enhance, or discontinue parts of the APIs at any time, with or without prior notice.
- Where commercially reasonable, advance notice of material changes will be provided.

6.6 Liability for Integration

- You are solely responsible for the development, security, and performance of your own systems that integrate with the Pinicode APIs.
- Pinicode shall not be liable for any damages or losses arising from faulty integrations, improper use of APIs, or reliance on data provided through the APIs.

7. COMPLIANCE AND VERIFICATION

To ensure the integrity and security of the Pinicode platform, and to comply with applicable laws and industry standards, Pinicode may require identity verification and compliance checks before granting or continuing access to certain features or transactions.

7.1 Identity Verification (KYC)

- Pinicode may request personal or business documentation, including but not limited to:
 - Proof of identity (e.g., passport, national ID, or driver's license).
 - Proof of address (e.g., utility bill, tenancy agreement, or bank statement).
 - Business registration documents, licenses, or corporate ownership details.
- You agree to provide accurate, valid, and up-to-date documentation upon request.

7.2 Compliance Checks (AML/CFT)

- Pinicode reserves the right to conduct Anti-Money Laundering (AML) and Counter-Terrorist Financing (CFT) checks on users, businesses, and transactions.
- These checks may include background screening, transaction monitoring, and verification against international sanctions or watchlists.
- Where required by law, Pinicode may report suspicious activity to competent authorities without prior notice to you.

7.3 Ongoing Monitoring

- Verification is not a one-time process; Pinicode may request additional documents or updated information at any time to maintain compliance.
- If information provided becomes outdated, false, or misleading, you are responsible for promptly updating it.

7.4 Consequences of Non-Compliance

- Failure to provide requested information or complete verification procedures may result in:
 - Suspension of your account.
 - Restriction of access to Services or features.
 - Termination of your account in serious cases.
- Any delays caused by your failure to cooperate with verification requirements are solely your responsibility.

7.5 Acknowledgment

By using Pinicode, you acknowledge and agree that:

- Compliance and verification checks are essential to protect the platform and its users.
- Pinicode may rely on third-party service providers to conduct verification and compliance processes.
- Your use of the Services is conditional on satisfying these requirements.

8. ACCEPTABLE USE

To maintain the security, integrity, and lawful operation of the Pinicode platform, all users must comply with the following acceptable use requirements. By using the Services, you agree that you will not:

8.1 Unlawful or Fraudulent Activities

- Use the Services for any unlawful, fraudulent, deceptive, or harmful purpose.
- Engage in money laundering, terrorist financing, sanctions evasion, or other illegal financial activities.
- Use the platform in violation of any applicable laws, regulations, or industry standards.

8.2 Intellectual Property and Proprietary Rights

- Infringe upon, misappropriate, or otherwise violate the intellectual property rights, trademarks, trade secrets, or proprietary technologies of Pinicode, Pinitech Ltd, or any third party.
- Copy, reproduce, modify, distribute, or create derivative works from the platform or its content without prior written authorization.

8.3 Security and System Integrity

- Attempt to gain unauthorized access to accounts, systems, networks, APIs, or data.
- Interfere with, disrupt, or compromise the performance or security of the platform.
- Introduce malware, viruses, or other malicious code into the Services.

8.4 Automated and Unauthorized Tools

- Use automated tools, bots, scrapers, or crawlers to access or interact with the Services without express written permission.
- Attempt to bypass rate limits, authentication controls, or technical restrictions.

8.5 Misrepresentation and Abuse

- Impersonate another individual, business, or entity, or falsely represent your affiliation.
- Create multiple accounts to evade restrictions, misuse promotions, or manipulate transactions.
- Abuse customer support channels or engage in conduct intended to harass, threaten, or harm Pinicode personnel or other users.

9. INTELLECTUAL PROPERTY

9.1 Ownership

- All intellectual property rights in and to the Pinicode platform, including but not limited to trademarks, service marks, trade names, logos, software, source code, databases, designs, text, graphics, user interfaces, and other content (collectively, the “Intellectual Property”), are the exclusive property of Pinitech Ltd or its licensors.
- Nothing in these Terms shall be construed as transferring or assigning ownership of any Intellectual Property rights to you or any third party.

9.2 Limited License

- Subject to your compliance with these Terms, Pinicode grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services solely for their intended purpose.
- This license does not include the right to:
 - Reproduce, modify, or create derivative works of the Services.
 - Distribute, publicly display, or exploit the platform or its content for commercial gain outside the permitted use.
 - Use the Intellectual Property in a manner that could mislead, damage, or dilute the reputation of Pinicode or Pinitech Ltd.

9.3 Restrictions

You may not, without prior written consent from Pinicode:

- Copy, reproduce, distribute, or adapt any part of the Services or Intellectual Property.
- Reverse-engineer, decompile, disassemble, or attempt to derive source code from the platform or APIs.
- Use trademarks, logos, or branding of Pinicode or Pinitech Ltd in any way that implies sponsorship, endorsement, or association without authorization.

9.4 Third-Party Rights

- Certain content or technologies made available through the Services may be subject to separate licenses from third parties.
- You agree to comply with any such third-party license terms when applicable.

9.5 Reservation of Rights

- Pinitech Ltd and its licensors reserve all rights not expressly granted to you under these Terms.

- Any unauthorized use of the Intellectual Property may result in immediate termination of your account and may constitute a violation of applicable intellectual property and unfair competition laws.

10. PRIVACY AND DATA PROTECTION

10.1 Commitment to Privacy

We value your privacy and are committed to protecting your personal and business information. Pinicode collects, processes, and stores data in a responsible manner to provide and improve the Services, ensure compliance with applicable laws, and maintain platform security.

10.2 Privacy Policy

Your use of the Services is also governed by our Privacy Policy, which forms an integral part of these Terms. The Privacy Policy explains in detail:

- What categories of data we collect.
- How we use, process, and share data.
- The security measures we apply to safeguard information.
- Your rights and choices in relation to your data.

By using the Services, you acknowledge and consent to our data practices as described in the Privacy Policy.

10.3 User Responsibilities

- You are responsible for ensuring that any information you provide to Pinicode is accurate, complete, and lawful.
- If you are a business user, you are responsible for ensuring that your use of the Services complies with any data protection obligations applicable to your own customers or end-users.

10.4 Data Sharing and Compliance

- We may share data with trusted third parties, such as payment providers, technology partners, or regulators, strictly for the purposes outlined in the Privacy Policy.
- By using the Services, you agree that such sharing may occur where necessary to provide the Services or comply with legal obligations.

11. AVAILABILITY OF SERVICES

11.1 Service Reliability

We aim to provide a platform that is reliable, secure, and continuously available. However, we do not guarantee uninterrupted or error-free operation of the Services. Access may occasionally be limited, delayed, or unavailable due to circumstances beyond our reasonable control.

11.2 Scheduled Maintenance

- Pinicode may perform system upgrades, enhancements, or routine maintenance from time to time.
- Where reasonably possible, advance notice of planned maintenance or downtime will be provided.
- During such periods, certain features or the entire platform may be temporarily unavailable.

11.3 Unforeseen Technical Issues

- Services may be interrupted due to unforeseen events, including but not limited to:
 - Technical failures or system errors.
 - Internet or network outages.
 - Force majeure events such as natural disasters, cyberattacks, or other emergencies.
- Pinicode shall not be held liable for any losses or damages resulting from such disruptions, provided we act reasonably to restore service as quickly as possible.

11.4 No Guarantee of Access

While we make every effort to ensure stable and secure access, you acknowledge that continuous availability of the Services cannot be guaranteed. Your use of the Services is therefore at your own risk, and we disclaim liability for temporary interruptions or access issues.

12. DISCLAIMERS

12.1 General Disclaimer

The Services are provided on an “as is” and “as available” basis. To the fullest extent permitted by law, Pinicode and Pinitech Ltd make no representations or warranties of any kind, whether express, implied, or statutory, including but not limited to:

- Warranties of merchantability.
- Fitness for a particular purpose.
- Title, accuracy, reliability, or non-infringement.

12.2 Platform Functionality

- We do not warrant that the Services will be uninterrupted, timely, secure, error-free, or compatible with all devices, browsers, or systems.
- We do not guarantee that defects will be corrected or that the platform will always be free of viruses, malware, or other harmful components.

12.3 Third-Party Services and Content

- Pinicode may integrate with or provide access to third-party platforms, merchants, or service providers. We do not control and are not responsible for the availability, accuracy, or performance of such third-party services.

- Use of third-party services is subject to their own terms and conditions, and Pinicode disclaims liability for issues arising from them.

12.4 Vouchers and Redemption

- Pinicode provides the infrastructure for voucher creation, distribution, and redemption but does not guarantee:
 - The acceptance of vouchers by any third-party merchant or service provider.
 - The quality, safety, legality, or availability of goods or services purchased using vouchers.
- Any disputes related to redeemed vouchers are solely between you and the relevant merchant.

12.5 Limitation of Reliance

No information, advice, or statement provided by Pinicode (whether through the platform, support channels, or otherwise) shall create any warranty or guarantee unless expressly stated in writing.

13. LIMITATION OF LIABILITY

13.1 Exclusion of Certain Damages

To the maximum extent permitted by applicable law, Pinicode and Pinitech Ltd, including their affiliates, directors, officers, employees, and agents, shall not be liable for any:

- Indirect, incidental, special, punitive, or consequential damages;
 - Loss of profits, revenue, goodwill, or anticipated savings;
 - Loss of data, business opportunities, or reputation;
 - Business interruption, delays, or technical failures;
- arising out of or in connection with your use of, or inability to use, the Services.

13.2 Cap on Direct Liability

In no event shall the total aggregate liability of Pinicode and Pinitech Ltd for any direct damages exceed the total amount paid by you for access to the Services during the twelve (12) months immediately preceding the claim giving rise to liability. If you have not paid any fees to Pinicode during such period, our maximum liability shall be limited to USD \$100 (or the equivalent in local currency).

13.3 Third-Party Responsibility

Pinicode is not responsible for any loss or damage resulting from:

- Actions, omissions, or failures of third-party merchants, service providers, or payment processors;
- Products, services, or goods purchased or redeemed using vouchers issued through the platform;
- Failures of internet connectivity, telecommunications systems, or other external infrastructure.

13.4 Jurisdictional Limitations

Some jurisdictions do not allow the exclusion or limitation of certain types of liability. In such cases, the limitations set out in this section shall apply to the maximum extent permitted by the laws of that jurisdiction.

14. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Pinicode, Pinitech Ltd, and their respective affiliates, subsidiaries, directors, officers, employees, contractors, and agents (collectively, the “Indemnified Parties”) from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable legal and professional fees) arising out of or relating to:

14.1 Misuse of Services

- Your use or attempted use of the Services in a manner not expressly authorized by these Terms.

14.2 Breach of Terms

- Any violation, breach, or alleged breach of these Terms by you or anyone accessing the Services under your account.

14.3 Violation of Laws or Rights

- Your violation of any applicable laws, regulations, or rules.
- Your infringement or misappropriation of any intellectual property, privacy, contractual, or other rights of any third party.

14.4 Third-Party Claims

- Any claims brought against the Indemnified Parties by third parties arising from your actions, omissions, or use of the Services, including disputes with merchants, payment providers, or other users.

14.5 Defense and Cooperation

- Pinicode reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.
- You agree to cooperate fully with Pinicode in the defense of such matters and not to settle any claim without our prior written consent.

15. CHANGES TO THE TERMS

15.1 Right to Modify

Pinicode reserves the right to revise, amend, or update these Terms from time to time in order to reflect changes in our business operations, technology, legal or regulatory requirements, or the Services we provide.

15.2 Notice of Changes

- Updated versions of these Terms will be posted on our website and made available through the platform.
- The “Last Updated” date at the top of the Terms will indicate the date of the most recent revisions.
- In cases of material changes that significantly affect your rights or obligations, we may also provide additional notice, such as by email notification or in-platform alerts.

15.3 Acceptance of Revised Terms

- By continuing to access or use the Services after any changes to these Terms become effective, you are deemed to have accepted the revised Terms.
- If you do not agree with the updated Terms, you must discontinue your use of the Services immediately.

16. TERMINATION

16.1 Right to Suspend or Terminate

We reserve the right, at our sole discretion, to suspend, restrict, or permanently terminate your access to the Services, without liability, if we determine that you have:

- Breached or violated these Terms or any other applicable policies.
- Failed to comply with verification, compliance, or legal requirements.
- Engaged in unlawful, fraudulent, abusive, or harmful activities.
- Misused the Services in a manner that threatens the integrity, security, or reputation of Pinicode, Pinitech Ltd, or other users.

16.2 User-Initiated Termination

- You may terminate your account at any time by following the instructions provided within the platform or contacting our support team.
- Upon termination, you remain responsible for all obligations and liabilities incurred prior to the termination date.

16.3 Effect of Termination

- Upon termination of your account:
 - Your right to access and use the Services will immediately cease.
 - Any data, vouchers, or transaction history linked to your account may be retained or deleted in accordance with our **Privacy Policy** and applicable law.
 - We may, at our discretion, preserve records necessary for compliance, dispute resolution, or fraud prevention.

16.4 No Liability for Termination

Pinicode and Pinitech Ltd shall not be liable for any damages, losses, or claims arising from the suspension, restriction, or termination of your access to the Services, provided such actions are taken in accordance with this section.

17. GOVERNING LAW AND JURISDICTION

17.1 Governing Law

These Terms, and any non-contractual obligations arising out of or in connection with them, shall be governed by and interpreted in accordance with the laws of England and Wales, without regard to conflict of law principles that may otherwise apply.

For the avoidance of doubt, while Pinicode is exploring the possibility of registration and regulation, these Terms are governed under the jurisdiction of England and Wales through its development entity, Pinitech Ltd., which is incorporated in the United Kingdom.

Upon completion of Pinicode's registration or the granting of any licenses or regulatory approvals in other jurisdictions, these Terms may be updated to reflect the applicable governing law and regulatory obligations. Pinicode reserves the right to amend or supplement these Terms to comply with such legal and regulatory requirements.

17.2 Jurisdiction

Any dispute, claim, or controversy arising out of or relating to these Terms, the Services, or your use of the platform shall be subject to the exclusive jurisdiction of the courts of London, United Kingdom. You hereby irrevocably submit to the jurisdiction of those courts for the resolution of such disputes.

17.3 International Users

If you access or use the Services from outside the United Kingdom, you are solely responsible for compliance with local laws and regulations. Pinicode makes no representation that the Services are appropriate or lawful in any particular jurisdiction, and your use of the Services is at your own risk in jurisdictions where they may be restricted.

18. CONTACT US

For questions regarding these Terms, please contact us at:

Pinicode (Powered by Pinitech Ltd)

Email: compliance@pinicode.com