

ONEVISA SERVICES AGREEMENT

TERMS AND CONDITIONS

These Terms and Conditions govern access to, browsing and use of the website accessible via the domain www.onevisa.ai, as well as its subdomains (hereinafter, the "Website" or the "Web"), and the contracting and provision of the services offered through it. These services consist of a technological platform aimed at the management, automation, and preparation of visa applications (hereinafter, the "Service").

These Terms and Conditions govern the contractual relationship between ONEVISA and the client, including educational agencies, schools, or other intermediary organizations that access the platform as clients (hereinafter, the "Client"). These Terms and Conditions constitute a legally binding agreement (hereinafter, the "Agreement") that governs the provision of the contracted Service, which becomes effective when the Client first accesses or uses the Service and continues until terminated by either the Client or ONEVISA.

1. IDENTIFICATION DATA

- Owner: OneVisa Technologies, Ltd. (hereinafter, "ONEVISA").
- Tax ID: 105365389300001
- Address: IH-00-01-03-OF-05, Level 3, Innovation One building, Dubai International Financial Centre
- Email: info@onevisa.ai

2. ACCESS AND TERMS OF USE

The Client may browse and view the content of the Website and use the Service in accordance with the contracted plan.

ONEVISA reserves the right to modify, suspend, cancel, or restrict the content or services of the Website, its links, and the information obtained through it, without prior notice.

The goal of ONEVISA is the development and management of a technological platform based on artificial intelligence that allows users to manage, prepare, and optimize visa applications and immigration processes through the collection, processing, and analysis of information and documentation, as well as the automated generation of forms, content, document orchestration and structured information to facilitate submission and processing by the competent authorities.

2.1. RULES FOR USE OF THE WEBSITE

Accessing or using the Website for illegal or unauthorized purposes, whether for profit or not, is not permitted and, therefore, the consequences thereof shall be the sole responsibility of

the Client. In particular, and without the following list being exhaustive, the following is prohibited:

- Using the Website in ways that are contrary to the law, morality, public order, or generally accepted good customs;
- Using the Website in any way that may cause damage, interruptions, inefficiencies, or defects in its operation or in the computer equipment of ONEVISA or a third party;
- Using the Website for the transmission, installation, or publication of any virus, malicious code, or other harmful programs or files;
- Use the Website to collect personal data from other users;
- Registering through the Website with a false identity, impersonating third parties or using a profile or performing any other action that may confuse other users;
- Accessing any section of the Website, other systems or networks connected to them, ONEVISA's servers, or the services offered through the Website without authorization by means of hacking or falsification, password extraction, or any other illegitimate means;
- Breaking, or attempting to break, the security or authentication measures of the Website or any network connected to it, or the security or protection measures inherent in the content offered;
- Carrying out any action that causes disproportionate or unnecessary saturation of the Website's infrastructure, ONEVISA's systems or networks, or the systems and networks connected to the Website;

3. REGISTRATION AS A CLIENT

3.1. REGISTRATION PROCESS

The registration process is carried out as follows :

- ONEVISA will send the Client an email invitation to create its account on the platform, or alternatively, the Client may self-register directly through the ONEVISA website (self-onboard).
- The Client must access the link provided and enter the requested information, including a valid email address, and set up its login credentials.
- ONEVISA will send a temporary verification code to the email address provided, which the Client must enter to complete the activation of its account.

In this regard, the Client undertakes to:

- Ensure that the email address provided belongs to it and that it maintains exclusive control over it.
- Not to provide access to its account to third parties, being responsible for any misuse resulting from access to its email.

Once the account has been activated, the Client must complete its corporate profile and may modify and update the data at any time, ensuring in all cases the truthfulness, accuracy, and timeliness of the information provided.

Access to the platform implies acceptance of this Agreement for the processing of personal data described in the ONEVISA Privacy Policy, which must be accepted in advance by the Client.

The Client shall be responsible for the safekeeping and confidentiality of the access credentials and undertakes to immediately notify ONEVISA of any event that allows their misuse, including theft, loss, or unauthorized access, in order to proceed with the immediate deactivation or change of the credentials. Until such an event is reported, ONEVISA shall be exempt from any liability arising from the misuse of the account by unauthorized third parties.

3.2. DURATION

Access as a registered Client will begin once the data required for registration has been entered, following acceptance of the Privacy Policy and this Agreement. Access to the platform and its private area will remain valid until the Client cancels its registration or ONEVISA is unable to continue offering the Service.

4. PLATFORM FEATURES

Once the registration process has been completed and, where applicable, the Service contract has been formalized, the Client will have the following functionalities within the ONEVISA platform:

4.1. VISA APPLICATION AND MANAGEMENT PROCESS

The Service includes the tools for management of visa applications in a private area of the platform to which the Client has access. The Client supervises, validates, reviews and approves the information and documents entered by students and is responsible for sending them to the corresponding official portals.

The Platform is designed to assist the Client in the collection, structuring, evaluation, and technical preparation of visa applications.

The Platform is composed of:

- Admin Portal (Visa Admin): accessible exclusively by the Client, providing a centralized environment for visa management.
- Student Portal (Visa Capture): accessible by students invited by the Client to submit personal, academic, and visa-related information.

- Internal System: managed solely by ONEVISA to support technical processing, formatting, and operational efficiency.

The Admin Portal provides the Client with a centralized visa management environment. Through this portal, the Client may:

- Invite and manage students;
- Access, review, and manage all student-submitted information and documentation;
- Monitor visa case status in real time;
- Access structured application data and historical records;
- Receive AI-generated validation results, alerts, and risk assessments;
- Manage internal workflows and application pipelines;
- Determine when an application is ready to proceed.

The Client retains sole discretion and responsibility for:

- Reviewing and validating all information;
- Deciding whether to proceed with a visa application;
- Authorizing preparation for submission;
- Executing payment of applicable governmental fees;
- Providing final confirmation and formal submission of the application to the relevant immigration authority.

The Student Portal is a digital intake interface where invited students by the Client may:

- Enter personal, academic, and visa-related information;
- Upload supporting documentation;
- Receive AI-assisted guidance and real-time validation prompts;
- Review a structured summary of their application data;
- Confirm the accuracy, completeness, and truthfulness of the information provided.

Students are responsible for the accuracy, authenticity, and legality of the information they provide. Following student submission, the Client is responsible for reviewing and validating this information.

AI processing and evaluation

The Platform incorporates AI-powered tools to:

- Extract and structure data from uploaded documents (including OCR functionality);
- Perform automated completeness and consistency checks;
- Evaluate applications against current visa requirements;
- Generate eligibility indicators and risk scoring;
- Provide decision-support outputs to assist the Client.

All AI-generated outputs are for informational purposes only and do not constitute legal, immigration, or other professional advice, nor do they guarantee visa approval.

ONEVISA may, through the Internal System:

- Structure and format validated visa application data;
- Prepare applications in a submission-ready format;
- Technically pre-populate or transmit application data into relevant governmental or immigration portals.

The final review, confirmation, governmental fee payment, and formal submission of the visa application remain the sole responsibility of the Client. Any technical transmission or pre-loading of data by ONEVISA constitutes technological support only and does not transfer legal responsibility for the visa application.

4.2. ADDITIONAL SERVICES

ONEVISA may offer optional additional services (the "Additional Services") that complement the core visa processing platform. All Additional Services are governed by a separate addendum (the "Additional Services Addendum"), which the Client may choose to activate at its discretion.

5. FINANCIAL CONDITIONS AND CREDITS

5.1. Visa Fees

The visa fee corresponds to the official administrative or governmental charges required for the processing of a visa application. The visa fee may be paid directly by the student or, where applicable, by the Client on behalf of the student.

5.2. Visa management fees

The management and processing of the visa application through the ONEVISA platform (the "Visa Management Fee") constitutes the fee payable by the Client for the use of the platform as a technological tool. Visa Management Fees are paid using platform credits previously purchased by the Client, in accordance with the financial terms agreed between the Parties.

The Client is responsible for ensuring that all fees, whether Visa Fees or Visa Management Fees, are settled in accordance with the agreed payment method and schedule.

In the event of failed payments, reversals, or chargebacks relating to any fees due, the Client shall remain fully liable for the corresponding amounts and shall reimburse ONEVISA upon first

request. ONEVISA reserves the right to suspend access to the Platform or offset any outstanding amounts against future balances or credits.

5.3. Platform credits

Visa Management Fees are prepaid through the purchase of credits. The Client may purchase credits in various packages (e.g., 5, 10, 100, 500 credits), depending on their needs. Regardless of the package size, each credit corresponds to one visa application managed through the ONEVISA technological tools and does not imply visa approval or completion.

A credit shall be considered consumed only when all of the following conditions are met:

- The student has been invited to the Platform;
- The student has accepted the invitation;
- The student has responded to at least ten (10) questions within the application process.

If more than two (2) months have elapsed since the invitation was sent, the credit will automatically be considered consumed.

If, before the two-month period, either (i) the student has not accepted the invitation or (ii) the student has accepted but has not responded to at least ten (10) questions, the Client may request a reversion of the credit, and the credit will be returned to the Client's balance.

Credits are non-refundable and may not be transferred to third parties, except as expressly agreed in writing.

Payment for Visa Management Fee will be managed through the purchase of credits. The Client may make the payment through Stripe, using the following methods:

- Bank card (Visa, MasterCard, and American Express); or
- Bank transfer to the account indicated by ONEVISA.

6. LIMITATION OF LIABILITY

The Client exempts ONEVISA from any liability that may arise from interruptions in availability, malfunctions, or failures of the Website, including technical problems, server crashes, maintenance, network overloads, failures of external providers, or unauthorized access, as well as any consequences arising from these incidents on the use of the Service.

Except in cases of wilful misconduct or in cases where applicable regulations impose a mandatory liability regime, ONEVISA shall not be liable for any damage or harm of any kind

that may arise directly or indirectly from the use of the Service, its functionalities, the inability to access them, their performance, or the use of the content provided through the Service.

The Client acknowledges that ONEVISA provides a technological platform for assistance and automation in the management of visa applications. The Client understands and accepts that ONEVISA acts solely as a technological tool and does not guarantee the approval of visas or favorable results in any immigration or administrative procedure.

The Client understands and accepts that:

- The denial of a visa or application is not the responsibility of ONEVISA and will not give rise to any refund or compensation.
- If the Client or students do not accept these risk conditions, they must process applications on their own, without using the ONEVISA platform.
- Final review, confirmation, submission, and compliance with applicable immigration requirements remain the sole responsibility of the Client and the students.

ONEVISA undertakes to use its skills and resources as effectively as possible and to act with the utmost diligence in providing the Service. However, the Client acknowledges and accepts that the provision of the Service may be affected by factors beyond ONEVISA's control, including the complexity of the technological environment, human error, unforeseen delays, or external incidents.

ONEVISA maintains a professional liability insurance policy intended to provide coverage for claims that may arise from its own negligent acts, including inadvertent human errors in the provision of the Service. To the extent covered by such insurance and within its terms and limits, ONEVISA will take reasonable measures to support and indemnify the Client against claims, damages, or expenses directly resulting from ONEVISA's own negligent acts.

The Client acknowledges that student information and documentation is provided directly by the students, and therefore the Client assumes responsibility for verifying that the data is complete, accurate, and truthful before it is entered and sent to the official visa portals. ONEVISA shall not be liable for errors, omissions, misrepresentations, or delays caused by students, the Client, their relatives, or any third party involved in the process.

ONEVISA shall only be liable in cases of intentional breach or gross negligence in the provision of the Service, and in such cases, ONEVISA's liability shall be limited to the total amount actually paid by the Client for the specific Service affected. ONEVISA shall not be liable for any indirect, consequential, special, or punitive damages, including loss of profits, data, or use of the platform.

The Client agrees to indemnify and hold harmless ONEVISA, as well as any person contracted to provide the Service, against any claim, damage, expense, or cost arising as a result of its breach of this Agreement, misuse of the platform, or failure to obtain the consent and authorizations of students or their families necessary for the provision of the Service and the processing of their data. The Client acknowledges that ONEVISA acts solely as a

technological support tool, facilitating the management and preparation of visa applications, while the final responsibility for reviewing, submitting, and complying with requirements before the authorities rests with the Client and the students.

7. CLIENT OBLIGATIONS

The Client shall be fully responsible for access to and correct use of its private area on the Website, as well as for any content or data of the students it manages through the platform, subject to current legislation, the principles of good faith, morality, good customs, and public order.

The Client undertakes to comply diligently with this Agreement and represents and warrants that it has obtained all necessary authorizations, consents, and legal bases required for the collection and transfer of students' personal data to ONEVISA for the purpose of providing the Services. The Client further undertakes to include in its own terms and conditions and privacy documentation the appropriate clauses informing students of such data transfer and processing by ONEVISA.

The Client shall be responsible for accurately, completely, and promptly recording all student data and other required information, ensuring at all times the accuracy and legitimacy of the information provided to ONEVISA. Access to the account on the platform is exclusively through the email address and password established by the Client, which must therefore maintain exclusive control over such access and ensure its adequate protection against unauthorized use by third parties.

8. SUSPENSION AND TERMINATION

8.1. Suspension and termination

(a) Termination by Client

(i) Termination for convenience. The Client may terminate this agreement at any time by sending a written notice to ONEVISA at info@onevisa.ai, requesting the closure of its account and deletion of associated data. Termination will take effect one (1) month after receipt of such notice, unless otherwise agreed by the Parties.

(ii) Termination for cause. The Client may terminate this agreement immediately upon notice to ONEVISA if ONEVISA materially breaches this agreement and, if curable, does not cure the breach within fourteen (14) days after receiving notice specifying the breach.

(b) Suspension and termination by ONEVISA

(i) Suspension. ONEVISA may immediately suspend the Client's access to the platform and the Service if:

- ONEVISA reasonably believes that providing Service to the Client may cause a violation of applicable law or regulations;
- The Client breaches this Agreement or any other agreement between the Parties;
- ONEVISA reasonably believes the Client's activity may compromise the security, stability, or reliability of the platform, the Service, or any third-party systems;
- The Client provides fraudulent, misleading, incomplete, or inappropriate information; or
- The Client fails to promptly provide requested information or update its account as required by ONEVISA to continue providing the Service.

(ii) Termination.

Termination for convenience. Unless otherwise agreed, ONEVISA may terminate this agreement or close the Client's account at any time. ONEVISA will notify the Client in accordance with Law.

Termination for cause. ONEVISA may immediately terminate this agreement or revoke access to the Service if (1) the Client materially breaches this agreement and, if curable, does not cure the breach within fourteen (14) days after notice, or (2) any event listed in the previous section occurs.

8.2. Effect of termination

Upon termination of this agreement, the Client's rights to access or use the platform immediately cease. The Client must stop using the Service and delete all credentials, access keys, or downloaded materials. Termination will not relieve the Client of its obligation to pay fees for Services provided prior to the effective date of termination, including fees for any student applications submitted before termination.

The following provisions shall survive the termination of this Agreement:

- The Client's obligation to pay fees for Services already provided;
- Data privacy and protection provisions, including any obligations regarding student data, for as long as ONEVISA or the Client retains such data;
- Confidentiality obligations for three (3) years after the termination;
- Any other obligations expressly stated to survive termination elsewhere in this Agreement.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY

The Client acknowledges and accepts that ONEVISA is the exclusive owner of the intellectual, industrial, or any other property rights relating to ONEVISA and the computer protocols or codes used and linked to the Website. This includes, among others, the rights of reproduction, distribution, public communication, making available and transformation of the Website and any of its elements, including the source code, object code, technical documentation, user manual, databases, functionality, website designs, audio, video, text, photographs, and graphics, as well as any other element related to or derived from these, such as trademarks, service marks, and logos.

Acceptance of this Agreement shall not be construed as granting the Client any intellectual property, industrial property, or any other rights relating to the Website beyond the non-exclusive, non-transferable, and revocable license to use them under the terms set forth herein. In accordance with the foregoing, the Client undertakes not to:

- Duplicate, reproduce, sell, rent, lease, license, distribute, or otherwise use the source codes for any purpose other than that expressly authorized in this Agreement;
- Decompile, modify, reformat, translate, reverse engineer, disassemble, or otherwise access the source codes, without prejudice to the fact that applicable law expressly permits such activities regardless of the existence of any agreement or authorization to the contrary;
- Divide or fragment the source codes into different parts or modules for independent use;
- Alter or remove any notices relating to intellectual property rights, industrial property rights, or any other rights included in the source codes;
- Infringe the intellectual property, industrial, or any other rights that ONEVISA holds over the source codes;
- Develop computer programs, applications, or computer products of any other kind that perform a function similar to that of ONEVISA, provided that such development is based on ONEVISA's intellectual property assets or on knowledge acquired as a result of the existing contractual relationship with the Client;
- Register trademarks, trade names, or any other distinctive signs associated or that could be associated with ONEVISA.
- Use the Website to insult, defame, intimidate, violate the image of, or harass other users;

In order to enable ONEVISA to effectively control and defend its intellectual property rights, ONEVISA may collect information, as well as any other data that may be relevant for the purpose of verifying the effective use of the Website and source codes.

In this regard, the Client expressly authorizes ONEVISA to use the information collected during the use of the Website as effective evidence of its use in any type of case or proceeding of any nature, whether against the Client itself or against any third party.

10. LINKS TO OTHER WEBSITES

In the event that the Website displays links to other websites through different buttons, links, banners, or embedded content, ONEVISA informs you that these are managed by third parties, and ONEVISA does not have the human or technical resources to know in advance and/or control and/or approve all the information, content, or services provided by other platforms to which links may be established from the Website.

Consequently, ONEVISA cannot assume any responsibility for any aspect related to the website to which a link may be established from the Website, specifically, and by way of example, but not limited to, its operation, access, data, information, files, quality and reliability of its services, its own links and/or any of its content in general.

In this regard, if the Client becomes aware that the activities carried out through these third-party websites are illegal or contravene morality and/or public order, it must immediately notify ONEVISA so that the link to them can be disabled, which will be done as quickly as possible. In any case, the establishment of any type of link from the Website to another external website shall not imply that there is any type of relationship, collaboration, or dependency between ONEVISA and the owner of said external website.

11. CONFIDENTIALITY

Each party acknowledges that it may receive or have access to non-public, confidential, or proprietary information of the other party ("Confidential Information"). Each party agrees to keep such information strictly confidential and not to disclose it to third parties without the prior written consent of the disclosing party, except as expressly permitted in this Agreement.

Confidential Information includes, but is not limited to, technical data, know-how, trade secrets, business plans, strategies, prices, information about customers, students, or employees, computer systems and security measures (including cybersecurity), non-public contractual terms, and any other information disclosed in any form that a reasonable person would consider confidential.

Information shall not be considered Confidential Information if:

- Was legally in the possession of the receiving party prior to its disclosure;
- Becomes public through no fault of the receiving party;
- Is lawfully disclosed to the receiving party by a third party without violating confidentiality obligations.

Each party may disclose Confidential Information only to its employees, subcontractors, advisors, or affiliates on a strict need-to-know basis, provided that such recipients are subject to confidentiality obligations no less protective than those set forth in these Terms.

Upon termination of the Service or at the request of the disclosing party, the receiving party shall return or destroy all Confidential Information, unless retention is required by law or necessary to fulfill obligations under the Agreement.

12. PERSONAL DATA PROTECTION

12.1 Roles in data protection

- a) Primary processing (visa management service).

The Parties acknowledge that, with regard to the personal data of students and other interested parties processed for the provision of the Visa Management and Processing Service, the Client acts as the Data Controller and ONEVISA acts as the Data Processor, in accordance with Article 28 of Regulation (EU) 2016/679 (GDPR).

ONEVISA shall process personal data only in accordance with the Client's documented instructions and exclusively for the proper performance of the contracted Service, unless otherwise required by law applicable to ONEVISA.

- b) ONEVISA's own treatments

Any processing of personal data carried out by ONEVISA for its own purposes and other than for the main Service (including, but not limited to, commercial communications of complementary services, its own analytics not necessary for the provision or transfer to third parties for commercial purposes) will require:

- a) a valid and independent legal basis in accordance with the GDPR;
- b) transparent information to the data subject on behalf of ONEVISA as the Data Controller; and
- c) where applicable, obtaining prior, free, specific, informed and unambiguous consent when required.

12.2 Relationship between Parties in their own processing operations.

When ONEVISA processes data as a Data Controller for its own purposes, each Party shall be responsible for its legal obligations in its respective area, without prejudice to the cooperation duties necessary to comply with regulatory rights and obligations.

The Data Processing Agreement (DPA) between the Parties forms part of these terms and conditions.

In the course of providing the Services, ONEVISA may receive, process, and store personal data of students and third parties provided by the Client. The Client guarantees that it has the express consent of the students for the transfer of their data to ONEVISA for the purpose of processing visa applications and related services.

ONEVISA will act as the data controller when processing student information in the context of providing the Service and will ensure its protection in accordance with applicable data protection regulations. The Client will act as the entity responsible for obtaining the necessary consent from students and ensuring that the data is accurate and complete.

ONEVISA undertakes to implement appropriate technical and organizational measures to protect personal data against unauthorized access, loss, alteration, or improper disclosure. ONEVISA employees and representatives who access this data will be subject to strict confidentiality obligations and specific training in data protection.

Students' personal data shall be processed exclusively for the purpose of providing the Services contracted by the Client, including the management of visa applications and any additional services expressly authorized by the Client. Prior consent from the student shall be obtained for any Additional Services beyond the core visa processing. ONEVISA shall not use students' personal data for the promotion or sale of visa renewals or any services not explicitly authorized by the Client or the student.

The Client acknowledges that students and third parties have provided their data and that ONEVISA shall not be liable for errors, omissions, or consequences arising from incorrect or incomplete information provided by students or the Client.

The Client undertakes to act in good faith and ensure that students provide accurate and complete information when registering on the platform and using the Services, expressly exempting ONEVISA from any liability arising from human error, omissions, or incorrect information that may affect the processing of visas. If the Client or students do not accept these conditions, they may manage applications independently outside the ONEVISA platform.

13. SEVERABILITY

The headings of the various clauses are for information purposes only and shall not affect, qualify, or extend the interpretation of this Agreement.

If any court or governmental authority determines a provision of this Agreement is unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provision were not present and that any partially valid and enforceable provision be enforced to the extent that it is enforceable.

14. MODIFICATIONS

ONEVISA may modify this Agreement (or any portion of it) at any time by posting a revised version of the modified portion(s) on the Website or by notifying the Client. The modified Agreement is effective upon posting or as stated in the notice, if ONEVISA notifies User. By

continuing to use Services after the effective date of any modification to this Agreement, Client agrees to be bound by the modified Agreement. Except as this Agreement otherwise allows, this Agreement may not be modified except in writing signed by the parties.

15. ASSIGNMENT

The Client may not assign or transfer any of its rights or obligations under this Agreement without ONEVISA's prior written consent.

ONEVISA may assign or transfer all or any part of its rights or obligations under this Agreement without the Client's consent. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their permitted successors.

16. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement and understanding of the parties with respect to the Services, and supersedes all prior and contemporaneous agreements and understandings.

17. NOTIFICATIONS

ONEVISA provides the Client with the following email address: hello@onevisa.ai for the purpose of providing support and assistance, as well as to receive any comments or concerns, both during the service contracting process and thereafter.

In addition, it should be noted that the Client has the option of contacting ONEVISA using the contact details provided in the header of these Terms and Conditions.

Unless otherwise provided in these Terms and Conditions, notifications between the parties must be made in writing by email to the corresponding addresses. For these purposes, ONEVISA's contact details shall be those appearing in these Terms and Conditions and the Client's contact details shall be those established for its registration.

18. APPLICABLE LAW AND JURISDICTION

The resolution of all disputes or matters related to ONEVISA within the framework of this contractual relationship with the Client shall be governed by the laws of the United Arab Emirates. The courts of Dubai shall have jurisdiction to resolve any dispute arising from or related to these Terms and Conditions. In the case of students or end consumers, the legal provisions of their country of residence shall apply and jurisdiction shall lie with the courts and tribunals corresponding to their place of residence.

DATA PROCESSING AGREEMENT

GATHERED

On the one hand, the Client, in its capacity as Data Controller (hereinafter, the "Client" or the "Data Controller").

On the other hand, OneVisa Technologies, Ltd., with Tax ID 105365389300001, registered address at IH-00-01-03-OF-05, Level 3, Innovation One building, Dubai International Financial Centre, represented by Mr. Alexis Roque and Mr. Alberto Carlos Alcaraz Moreno, acting in their capacity as Directors (hereinafter, the "Platform" or the "Data Processor").

All parties shall be referred to jointly and severally as the "Parties," and individually as the "Party."

The Parties, in their capacity as such, warrant that they have the necessary legal capacity to be bound by the terms of this agreement and, by virtue thereof,

DECLARE

- I. That the term "Client" refers to a legal entity named as a Client in the service agreement signed by ONEVISA and the Client (the "Service Agreement") that is incorporated into and forms an integral part of the Terms and Conditions, which have been accepted by the Client.
- II. That, in order to execute the Service Agreement and be able to provide the services, the Platform will process personal data on behalf of the Client.
- III. That by virtue of the foregoing, the Parties wish to regulate such processing in accordance with the GDPR and, consequently, agree to enter into this data processing agreement (the "Agreement") in accordance with the following

CLAUSES

1. Purpose and scope
 - 1.1. This Agreement regulates the processing of personal data that the Platform will carry out on behalf of the Client exclusively to provide the services described in the Service Agreement and in this document.
 - 1.2. The Client acts as the Data Controller and the Platform as the Data Processor with respect to such processing.
 - 1.3. Any processing for the Platform's own purposes is outside the scope of this Agreement and shall be governed by its own legal basis and information documentation.

2. Prevalence and interpretation

- 2.1. This Agreement forms part of the Service Agreement.
- 2.2. In the event of any contradiction, this document shall prevail only in matters of data protection; in all other matters, the Service Agreement shall prevail.
- 2.3. If any of the provisions of this Agreement is declared null and void or inapplicable, the clause in question shall be excluded from the Agreement, without this implying the nullity of the remaining clauses of the Agreement. In the event of the nullity of any of the provisions, the parties shall make every effort to replace the clause or provision declared null and void with an equivalent one that is legally valid.

3. Instructions from the Data Controller

- 3.1. The Platform shall process the data in accordance with the Client's documented instructions.
- 3.2. The instructions must be lawful, reasonable, technically feasible, and consistent with the scope of the contracted Service.
- 3.3. If an instruction involves unforeseen additional costs, developments, or operational burdens, the Parties shall agree in advance on its scope, deadline, and economic impact.
- 3.4. The Platform may reject instructions that are manifestly contrary to applicable regulations or the Service Agreement, informing the Client thereof.

4. Obligations of the Platform

- 4.1. The Platform and all its personnel under its authority, if any, whether employees or collaborators, undertake to:
 - a) process data solely for the purpose of providing the Service and fulfilling the purposes set out in the Service Agreement, as well as the documented instructions received from the Client;
 - b) guarantee the confidentiality of authorized personnel;
 - c) apply appropriate technical and organizational measures in accordance with Article 32 of the GDPR and the state of the art;
 - d) reasonably assist the Client in requests for regulatory rights and obligations, to the extent that this is proportionate and based on the information available;
 - e) Notify the Client, without undue delay and within a maximum period of forty-eight (48) hours from becoming aware of it, of any security breaches of the personal data it processes under this Agreement, including all information available to it at that time in relation to such breach;
 - f) Make available to the Data Controller all information necessary to demonstrate compliance with its obligations, as well as for the performance

of audits or inspections carried out by the controller or another auditor authorized by it;

- g) Maintain an internal record of categories of processing activities where legally required, containing:

- i. the name and contact details of the processor or processors and of each controller on whose behalf the processor acts.

- ii. the categories of processing carried out on behalf of each controller.

- iii. a general description of the appropriate technical and organizational security measures being applied.

- h) At the Client's discretion, delete or return all personal data once the processing services have been provided, and delete any existing copies to unless the retention of personal data is required under Union or Member State law;

5. Obligations of the Client

5.1. Without prejudice to its obligations under applicable personal data protection legislation, the Client guarantees and undertakes to:

- a) that it has a valid legal basis for communicating data to the Platform and for instructing the processing;
- b) adopt and implement the necessary measures to provide data subjects with information on the processing of their personal data, in accordance with the principles of information and transparency
- c) that the instructions do not infringe regulations or the rights of third parties;
- d) hold the data processor harmless from any liability that may be imposed on it by a competent authority or third party by virtue of administrative or judicial proceedings, including the right to compensation that may be claimed by a data subject for failure to adopt and implement measures that have not been communicated by the data controller;
- e) to deal primarily with requests for rights and relations with the supervisory authority, without prejudice to the assistance of the Processor;
- f) not to transfer special categories of data unless strictly necessary and on an appropriate legal basis, informing the data subject in advance where possible.

6. Sub-processors

6.1. The Client grants the Platform a general authorization to engage subprocessors to perform personal data processing on behalf of the Client, provided that:

- the engagement of the subprocessor is necessary for the provision of the Services;
 - the Platform has entered into a written agreement with the subprocessor imposing data protection obligations no less protective than those in this Agreement or the applicable data protection provisions embedded in the Service Agreement. The Platform remains fully liable for any acts or omissions of its subprocessors in respect of personal data processed on behalf of the Client;
 - the Platform evaluates the security, privacy, and confidentiality practices of each subprocessor before engagement to ensure that it is capable of providing the level of protection required under this Agreement.
- 6.2. The initial list of subcontractors is included in Annex II.
- 6.3. The Platform may incorporate or replace sub-processors by giving at least 15 calendar days' notice by electronic means.
- 6.4. The Client may object only on objective and justified grounds of data protection, within the notification period.
- 6.5. If no reasonable alternative is possible, the Platform may partially terminate the affected service or the Service Agreement without additional liability, refunding, where applicable, any prepaid amounts not accrued for the affected service.

7. International transfers

- 7.1. The Client authorizes the Platform and its subcontractors to make international transfers necessary for the Service, provided that there is a valid mechanism under Chapter V of the GDPR.
- 7.2. The Platform shall apply the appropriate legal mechanism (adequacy, SCC, or other enabling mechanism) and complementary measures where appropriate.
- 7.3. The Client acknowledges that certain global providers may involve transfers inherent to their technical architecture.

8. Rights of data subjects

- 8.1. As a general rule, the Client shall be responsible for responding to requests for rights.
- 8.2. If the Platform receives a request directly, it will forward it to the Client, unless the law requires direct action.
- 8.3. Assistance from the Platform that exceeds the standard functionalities of the Service may be billed at current professional rates.

9. Security breaches

- 9.1. The Platform will notify the Client without undue delay of any confirmed security breach affecting data covered by the order.
- 9.2. The notification may be made in stages as reliable information becomes available.
- 9.3. The Platform shall take reasonable containment and mitigation measures.
- 9.4. Unless legally required, the Platform will not directly notify interested parties or authorities on behalf of the Client without prior instruction.

10. Audit and evidence of compliance

- 10.1. The Platform shall make reasonable information available to the Client to demonstrate compliance, preferably through standard security/compliance documentation (reports, certifications, questionnaires).
- 10.2. On-site audits will only be conducted when:
 - there is a legal obligation that has not been satisfied with documentary evidence, or
 - there is a serious security incident that is duly justified.
- 10.3. Audit conditions: minimum 30 calendar days' notice, working hours, once per year, no access to other customers' information, no intrusive testing or active scanning, and subject to NDA.
- 10.4. Internal and external audit costs will be borne by the Client, except in the case of proven material breach by the Platform.

11. Security measures

- 11.1. The Platform shall maintain a security program appropriate to the risk and proportional to the nature of the Service.
- 11.2. The Client acknowledges that security measures evolve and may be updated by the Platform provided that they do not substantially reduce the overall level of protection.

12. Liability

- 12.1. The Parties shall be separately liable for any liability that may be required of them, holding the other party harmless provided that the liability arises from an action or omission by each of them that has caused damage to the other in accordance with applicable data protection legislation.
- 12.2. The Platform may not rely on a breach of obligations by another data processor it has engaged to avoid its own responsibilities.
- 12.3. With regard to the subject matter of this Agreement, the Controller shall be liable for any breaches and damages resulting from any infringement of the applicable data protection legislation to which it is subject and, in such a case, shall immediately inform the Processor thereof so that the latter may in

turn assess the adoption of any measures, such as the termination of this Agreement.

13. End of service: return and deletion

- 13.1. Upon termination of the provision of personal data processing services, the Parties agree that the Platform shall retain them for a maximum period of one (1) month, unless otherwise required by applicable law.
- 13.2. After this period, the Platform shall take the necessary measures for its deletion, unless it is obliged to keep it for longer under European Union law or applicable national legislation in order to respond to any liability arising from the processing of such personal data or relating to the provision of the service that has involved the processing of personal data.
- 13.3. The same rule shall apply in the case of sub-processors and their processors.
- 13.4. During the time that the data processor processes the personal data, it shall adopt and implement the necessary technical and organizational measures to ensure the confidentiality and security of the personal data.
- 13.5. Backup copies will be purged in accordance with regular backup cycles.

14. Platform's own processing

- 14.1. This Agreement does not authorize the Platform to reuse data from the order for its own commercial purposes.
- 14.2. If the Platform offers its own services directly to data subjects, it shall act as an independent Data Controller for that purpose and shall fulfill its information and legitimization obligations separately.

15. Notifications

- 15.1. The Parties stipulate the following email addresses for notification purposes:
 - 1. Processor: hello@onevisa.ai
 - 2. Controller: The Controller's contact information is as provided during registration on the platform.

16. Applicable legislation

- 16.1. This Agreement is governed by the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

ANNEX II
LIST OF SUB-PROCESSORS

Sub-Processor	Service	Country
Supabase Inc	Database services	USA (AWS data centers)
PostHog, Inc	Product analytics	EU or USA (depending on instance; EU hosted instances use AWS/GCP in EU regions)
Stripe, Inc	Payment processing	USA
OpenAI	AI processing	USA