

NkapFin OS - End User License Agreement

Effective Date: January 1, 2026

Last Updated: August 2026

1. Agreement to Terms

These Terms of Service constitute a legally binding agreement between you ("Client", "Licensee", or "you") and NkapFin Financial OS Ltd, a company incorporated under the laws of England and Wales with its registered office at 60 Tottenham Court Road, Office 1374, Fitzrovia, London W1T 2EW, United Kingdom ("NkapFin", "we", or "us").

By accessing or using our APIs, dashboards, SDKs, deployment packages, or any other services (collectively, the "Services"), you agree to be bound by these Terms.

2. Subscription Plans and Billing

NkapFin offers tiered subscription plans with different rate limits and support levels. All APIs, features, and modules are included in every tier. Payment provider fees are between you and those providers directly.

- Solo: \$549/month (1 module category, 200 req/min)
- Growth: \$3,299/month (all modules, 500 req/min)
- Scale: \$14,299/month (5,000 req/min, multi-region)
- Enterprise: Custom pricing (unlimited)
- All fees exclusive of applicable taxes (VAT, withholding tax)

3. License and Self-Hosted Deployments

NkapFin grants you a non-exclusive, non-transferable, revocable license to use the Services during the term of your subscription.

- Self-hosted instances require a valid license key
- License keys encode your tier, user limits, and module entitlements
- Self-hosted instances must maintain connectivity to NkapFin servers (heartbeat every 6 hours)
- You may not reverse-engineer, decompile, or create derivative works from NkapFin software
- You may not remove or circumvent license validation or heartbeat mechanisms
- Violation of license terms results in immediate termination without grace period

4. Data Ownership and Export

You retain full ownership of all data created through the software. NkapFin does not claim any ownership rights over your data. NkapFin never accesses, processes, or stores your data on our systems - it resides solely on your own infrastructure.

- Data export available in JSON, CSV, and SQL formats via API
- Data export remains functional through 28 days after first missed payment
- Upon termination, data retained for 90 days then permanently deleted

5. Service Level Agreement

- Solo tier: 99.5% uptime
- Growth tier: 99.9% uptime
- Scale tier: 99.95% uptime
- Enterprise tier: 99.99% uptime
- SLA credits: 10% of monthly fee for each 0.1% below target (max 30% credit)
- Credits applied to next invoice (not refunded as cash)

6. Non-Payment and Service Degradation

If payment fails, NkapFin applies a progressive degradation policy:

- Days 0-3 (Grace): Full functionality with reminder notifications

- Days 4-7: Renewal banner, webhook throttling, no new API keys
- Days 8-14: AI services and advanced modules disabled, rate limit reduced
- Days 15-21: Write operations suspended, read access maintained
- Days 22-30: Minimal read-only access
- Day 31+: Account archived, data in cold storage for 90 days

7. Limitation of Liability

NkapFin's total liability shall not exceed the total fees paid by you in the 12 months preceding the claim. NkapFin shall not be liable for indirect, incidental, consequential, or punitive damages.

8. Termination

- Client may terminate at any time with 30 days written notice (no refund for partial months)
- NkapFin may terminate immediately for fraud, AML violations, sanctions breach, or license circumvention
- Post-termination: 30-day data export window, then 90-day cold storage retention

9. Governing Law

These Terms shall be governed by the laws of England and Wales. Disputes shall first be submitted to mediation. If unresolved within 30 days, disputes proceed to arbitration under LCIA rules in London.

10. Intellectual Property

NkapFin retains all intellectual property rights in the Services. Nothing in these Terms transfers ownership of NkapFin IP to you. White-label templates are licensed, not sold.

NkapFin Financial OS Ltd

60 Tottenham Court Road, Office 1374, Fitzrovia

London W1T 2EW, United Kingdom

Email: legal@nkapfin.com

Web: <https://nkapfin.com>