



End user license agreement

MO TECHNOLOGIES USA LLC TERMS OF SERVICE AND END USER LICENSE AGREEMENT

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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE OR BY DOWNLOADING OR USING THE MO TECHNOLOGIES MOBILE APPLICATION YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE INCORPORATED INTO THE TERMS AND CONDITIONS POSTED TO THIS WEBSITE FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEBSITE.

These Terms and Conditions ("Terms") are a legal agreement between you ("you," "your") and MO Technologies USA LLC ("MO Technologies," "we," "our" or "us") and govern your use of our services, including mobile applications, websites, software, hardware, and other products and services (collectively, the "Services"). The Terms of Service and End User License Agreement, ESign Disclosure, Merchant Funding Agreement, and Privacy Policy are collectively referred to as the "Service Agreements." All access to and use of the Services is subject to and governed by the Service Agreements. If you are using the Services on behalf of a business, you represent to us that you have authority to bind that business or entity to these terms, and that business accepts these terms. By using any of the Services, you agree to these Terms and any policies referenced within.

1. Privacy

You consent to our Privacy Policy, which explains how we collect, use and protect the personal information you provide to us.

2. Representations and Warranties

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under these Terms; (c) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; and (d) your use of the Services will be in compliance with these Terms.

3. Scope of License

We grant you a limited, nonexclusive, revocable, nontransferable, nonsublicensable license to use the software that is part of the Services, as authorized in these Terms. It can be used only on a compatible device you own or have explicit permission to possess and use, as permitted by the rules covering permissible conduct contained in these Terms. We may make software updates to the Services available to you, which you must install to continue using the Services. Any such software updates may be subject to additional terms made known to you at that time. We reserve all rights not expressly granted to you.

4. Account Registration

You must open an account with us ("Account") to use the Services. During registration we will ask you for information, which may include but is not limited to, your name and other personal information. You must provide accurate and complete information in response to our questions, and you must keep that information current. You are fully responsible for all activity that occurs under your Account, including for any actions taken by persons to whom you have granted access to the Account. We reserve the right to change the account type, suspend or terminate the Account of anyone who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

5. Bank Account Information and Authorized Actions

For registered users, your Account information may include access credentials (for example, username and password) that allow you to gain online access to one or more accounts that you maintain with a third-party financial institution and that you choose to designate for use in connection with the Services (each, an "Authorized Bank Account"). We work with one or more third party services that will securely store pursuant to industry standards any Authorized Bank Account access credentials that you provide on the Services and will access your Authorized Bank Accounts for the purposes of providing and improving the services we offer on the Services. You may only provide account access credentials for and authorize us to access valid accounts that you hold in your own name. You may not provide access credentials for an account that is held by a third person. You must update your Account information to reflect any change to the username or password that is associated with any Authorized Bank Account. If you choose to provide your Authorized Bank Account credentials to us, you authorize us to use this information to provide you with the Services we offer and for the purposes set forth in the Merchant Funding Agreement entered into by you and us, if any, and specifically as it may apply to our authorization to collect any amounts due to us under the Merchant Funding Agreement by initiating via the Automatic Clearing House (ACH) system debit entries to your Authorized Bank Account.

This authorization will remain in effect until you notify us that you wish to revoke this authorization, which may affect your ability to receive the services. The third party service providers that we work with include Plaid, Inc. ("Plaid"). Plaid's services and use of your information are governed by its policy at <https://plaid.com/legal/>.

6. Revisions, Disclosures and Notices

We may amend the Terms at any time with notice that we deem to be reasonable under the circumstances, by posting the revised version on our website or communicating it to you through the Services (each a "Revised Version"). The Revised Version will be effective as of the time it is posted, but will not apply retroactively. If you do not agree with the modified terms, however, you must immediately then cease using the Services. Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version. Any Dispute (as defined in Section 20) that arose before the changes will be governed by the Terms in place when the Dispute arose.

7. Security

You are responsible for safeguarding your password and for restricting access to the Services from your compatible mobile devices and computer(s). You should keep your devices, your user ID and password and other credentials secure in the same manner as you would keep secure your cash, checks, credit cards, and other personal identification numbers and passwords. We recommend you always use available passcode and device lock features on your devices. You will immediately notify us of any unauthorized use of your password or Account or any other breach of security.

8. Restrictions

You may not, nor may you permit any third party, directly or indirectly, to:

- Use the Services on any device you do not own or have explicit authorization of the owner to control, use or otherwise install or run the software that is part of the Services (e.g. such as where prohibited by applicable security policies in the case of corporate users),
- Distribute or make the software that is part of the Services available over a network where it could be used by multiple devices at the same time,
- Rent, lease, lend, sell, redistribute or sublicense the software that is part of the Services, and
- Copy (except as expressly permitted by the Terms), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the software that is part of the Services, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the software).

Any attempt to do so is a violation of the rights of MO Technologies and its licensors. If you breach this restriction, you may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by us that replace and/or supplement the software that is part of the Services, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

9. Compatible Mobile Devices and ThirdParty Carriers

We do not warrant that the Services will be compatible with your mobile device or carrier. Your use of the Services may be subject to the terms of your agreements with your mobile device manufacturer or your carrier. You may not use a modified device to use the Services if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls—sometimes referred to as "jail broken."

10. Objectionable Materials

You understand that by accessing and/or using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to access and/or use the Services at your sole risk and that we shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

11. Third Party Materials

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. You acknowledge and agree that we are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. We do not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties.

12. Proprietary Materials

You agree the Services may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. The trademarks, logos and service marks ("Marks") displayed on software that is part of the Services are the property of MO Technologies, its trademark licensors or other parties (and used with permission). You are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web without the written permission of MO technologies or such third party which may own the Marks. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that we are not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services.

13. Communications

You consent to accept and receive communications from us, including email, text messages, calls, and push notifications to the cellular telephone number you provide to us when you signup for an Account or update the contact information associated with your Account. Such communications may include, but are not limited to requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Services. Call and text message communications may be generated by automatic telephone dialing systems. We do not charge a fee for sending text messages or push notifications, but fees may be imposed by your cell phone carrier or service provider depending on your data plan. You may optout of receiving promotional email communications we send to you by following the unsubscribe options on such emails. You may opt out of any promotional phone calls by informing the caller that you would not like to receive future promotional calls. You acknowledge that opting out of receiving communications may impact your use of the Services.

14. Data Sharing

Upon downloading or using the Services, you understand and agree that you are hereby authorizing your Bank to share with us your identification information as well the details of your Merchant Bank Account as permitted by law.

15. Modification and Termination

We may terminate these Terms or any Additional Terms, or suspend or terminate your Account or your access to any Service, at any time for any reason. We may add or remove, suspend, stop, delete, discontinue or impose conditions on Services or any feature or aspect of a Service. We will take reasonable steps to notify you of termination or these other types of Service changes by email or at the next time you attempt to access your Account. You may also terminate the Terms and Additional Terms applicable to your Account by deactivating your Account at any time.

16. Effect of Termination

If these Terms or your Account is terminated or suspended for any reason: (a) the license and any other rights granted under these Terms will end, (b) we may (but have no obligation to) delete your information and account data stored on our servers, and (c) we will not be liable to you or any third party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data.

17. Ownership

We reserve all rights not expressly granted to you in these Terms. We own all rights, title, interest, copyright and other Intellectual Property Rights (as defined below) in the Services and all copies of the Services. These Terms do not grant you any rights to our trademarks or service marks. For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction.

18. Indemnity

You shall indemnify and hold MO Technologies, its licensors, sponsors, agencies and its parents, subsidiaries, affiliates, officers, employees and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Services, any breach of the terms and conditions set forth in the Service Agreements, by you, or other users of a Service using your access ID or credentials. You must use your best efforts to cooperate with us in the defense of any such claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any such matter subject to indemnification by you.

19. No Warranties

You expressly acknowledge and agree that use of the services is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the software and any services are provided "as is" and "as available," with all faults and without warranty of any kind, and MO Technologies and its suppliers hereby disclaim all warranties and conditions with respect to the software and any services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and noninfringement of third party rights. MO Technologies and its suppliers do not warrant or guarantee that the operation of the services are accurate, reliable or correct; that the services will meet your requirements; that the services will be available at any particular time or location, uninterrupted, error free, without defect or secure; that any defects or errors will be corrected; or that the services are free of viruses or other harmful components. No oral or written information or advice given by provider or its authorized representative shall create a warranty. Should the software or services prove defective, you assume the entire cost of all necessary servicing, repair or correction. Access and use of the MO Technologies mobile app and services occurs across the networks of a number of wireless service providers. We do not operate these networks and have no control over the operations of the wireless service providers. We will not be liable to you for any circumstances that interrupt, prevent or otherwise affect the transmission, communication, post, or transaction or otherwise interfere with the integrity thereof, including, without limitation, unavailability of wireless service, communications, network delays, limitations on wireless coverage, system outages, or interruption of a wireless connection. We disclaim any responsibility for any wireless service used to access the services. Use of our services wirelessly may involve the electronic transmission of personal information across the networks of wireless service providers. Because we do not operate or control the wireless networks used to access the services, we cannot guarantee the privacy or security of wireless data transmissions. Additionally, the wireless device browser is generally pre configured by your wireless Internet service provider. Check with your service provider for information about their privacy and security practices. We will treat your data in accordance with the privacy policy. We do not charge for use or access of the services. However, your wireless service provider (including without limitation any roaming wireless

service provider and any WiFi hot spots) may levy fees or charges for transmission or receipt of messages and other communications performed using your equipment on the wireless service provider network, and you are solely responsible for such charges.

20. Limitations of Liability and Damages

Notwithstanding any other provision hereof, in no event shall MO Technologies, its direct or indirect subsidiaries, controlled affiliates, agents, employees, or representatives be liable for death, personal injury, property damage, or any incidental, special, indirect, punitive, exemplary or consequential damages of any kind whatsoever, including, without limitation, damages for loss of profits, loss of or damage to data, business interruption or any other commercial or financial damages, lost revenues, or other losses of any kind, in connection with or arising out of these terms and conditions or in any way related to your use or inability to use the software or any services, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if provider has been advised of the possibility of such damages. In no event shall our total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

21. Third Party Products

All third party hardware and other products included or sold with the Services are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

22. Disputes

"Disputes" are defined as any claim, controversy, or dispute between you and MO Technologies, its processors, suppliers or licensors (or their respective affiliates, agents, directors or employees), including any claims relating in any way to these Terms or the Services, or any other aspect of our relationship.

23. Governing Law

These Terms, and any and all claims arising out of or in connection with the terms and conditions of this agreement and your use of the Services, shall be governed by and interpreted under the Governing Law section of your Merchant Funding Agreement.

24. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void.

25. Third Party Services and Links to Other Websites

You may be offered services, products and promotions provided by third parties and not by us, including, but not limited to, third party developers who use our Services ("Third Party Services"). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible or liable for the performance of any Third Party Services. Further, you agree to resolve any disagreement between you and a third party regarding the terms and conditions of any Third Party Services with that third party directly in accordance with the terms and conditions of that relationship, and not MO Technologies. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by us. Such third party websites are not governed by these Terms. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Services to a third party website, our Privacy Policy is no longer in effect. Your browsing and interaction on a third party website, including those that have a link in the Services is subject to that website's own terms, rules and policies.

26. Other Provisions

These Terms, and any applicable Additional Terms or Policies, are a complete statement of the agreement between you and us regarding the Services. In the event of a conflict between these Terms and any other MO Technologies agreement or Policy, these Terms will prevail and control the subject matter of such conflict. If any provision of these Terms or any Additional Term is invalid or unenforceable under applicable

law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. These Terms do not limit any rights that we may have under trade secret, copyright, patent, or other laws. No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term.

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