



**Moss Services General Terms and Conditions
of Nufin GmbH
(United Kingdom)**

1 The Agreement

1.1 In this agreement (the "**Agreement**")

1.1.1 "**We**", "**our**" or "**us**" are Nufin GmbH, a company with its registered office at Ziegelstraße 16, 10117 Berlin, Germany and registered in the Commercial Register of the Local Court of Charlottenburg (Berlin) under the registration number HRB 209209. We are a registered EMD agent of PayrNet Limited ("**PayrNet**") which is an Electronic Money Institution authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011.

1.1.2 **You** are a company incorporated in the United Kingdom and registered with Companies House.

1.2 We operate a website at www.getmoss.com (the "**Moss Portal**") and a web and mobile application (the "**Moss App**") together with software that enables corporate customers to manage and control directors', employees' and agents' corporate expenditure (the "**Moss Services**") through an account (the "**Moss Account**") which is linked to (i) physical and virtual corporate pre-paid and credit cards (together the "**Moss Cards**") and (ii) one or more e-money wallets (the "**Moss Wallets**").

1.3 Moss Cards are issued by Transact Payments Limited (or any replacement issuer from time to time) (the "**Issuer**") pursuant to separate terms and conditions (the "**Moss Cards Agreement**") and can be linked to either

1.3.1 a credit facility (the "**Moss Credit**") offered by GetMoss UK Ltd. (the "**Lender**") pursuant to separate terms and conditions (the "**Moss Credit Agreement**"); or

1.3.2 a Moss Wallet.

1.4 Moss Wallets are offered by PayrNet pursuant to separate terms and conditions (the "**Moss Wallet Agreement**"). Moss Wallets can be loaded with e-money by wire transfer or any other method made available to you in the Moss App. E-money available on your Moss Wallets can be redeemed by

1.4.1 subject to clauses 5 and 7, card payments with Moss Cards, if the Moss Cards are linked to the Moss Wallet;

1.4.2 subject to clause 8, wire transfers to third parties to pay business expenses ("**Pay with Moss**"); or

1.4.3 wire transfers to your designated reference business accounts.

- 1.5** Access to your Moss Account, Moss Services, Moss Cards, Moss Credit and Moss Wallets must only be assigned to your directors, employees, contractors, subcontractors or agents (each an **“Authorised User”**).
- 1.6** **“Administrators”** are specially designated Authorised Users (as referred to in clause 3.9) who may access your Moss Account and perform certain other tasks as described in this Agreement. Administrators may (in accordance with the terms of this Agreement) assign access to your Moss Account (in order to access the Moss Services, Moss Cards, Moss Credit and Moss Wallets) to other Authorised Users.
- 1.7** Moss Services, Moss Cards, Moss Credit and Moss Wallets can only be used for the payment of business expenses and you will not, and will procure that any Administrator or other Authorised User who you provide with access and/or allocate a Moss Card to does not, use the Moss Services, Moss Cards, Moss Credit or Moss Wallets for anything other than the payment of business expenses validly incurred in the course of your business and in accordance with the terms of this Agreement.

2 Term

- 2.1** This Agreement is concluded for an indefinite period and may be terminated by either party in accordance with clause 12.

3 Moss Services

- 3.1** Under the terms of this Agreement, we provide you with access to the Moss Services. The Moss Services must only be used for your own business activities.
- 3.2** You confirm and agree that, during the course of this Agreement, no part of your business activities, however minor, relate or will relate to: adult content and erotica, gambling, prohibited goods and services, counterfeit or unauthorized goods, arms trading, drugs, drug paraphernalia, network marketing/multi-level marketing and pseudo-medicines.
- 3.3** To the extent necessary, we grant you a non-exclusive, non-sublicensable and non-transferable right to use the Moss Services during the term of this Agreement, subject to the terms of this Agreement.
- 3.4** The Moss Portal can be used to launch the web application of the Moss App. The mobile Moss App runs on current versions of Apple and Android mobile phone operating systems. In entering into this Agreement you confirm that you are ready and able to use the Moss Services through one of the required operating systems and have a working internet connection.
- 3.5** You must comply with our instructions on the installation and on the use of the software provided and to ensure the specified system requirements are fulfilled.
- 3.6** The Moss Services comprise the following functionalities delivered through the Moss App via your Moss Account:
- 3.6.1** apply/activate – apply for and activate Moss Services, Moss Credit, Moss Wallets and Moss Cards;

- 3.6.2 view statements – you can view statements for your Moss Credit facility and/or your Moss Wallets according to the applicable statement intervals;
 - 3.6.3 notifications – we will send you e-mail notifications to confirm when a new statement for your Moss Credit facility and/or your Moss Wallets has been uploaded to the Moss App;
 - 3.6.4 transaction display – you can access a real-time display of all transactions and the outstanding credit limit or e-money balance (as applicable);
 - 3.6.5 individual card management – you can request cards for Authorised Users, allocate spending limits and block certain types of transactions;
 - 3.6.6 change – you can request a Product Change (see clause 5.2);
 - 3.6.7 transaction management – you can upload related receipts to transactions and categorize transactions by expense account, VAT rate, cost carrier, cost centre, and supplier;
 - 3.6.8 user management – you can invite and revoke access to other users in your organisation;
 - 3.6.9 approval policies – you can define approval policies for various actions such as user requests, automatically route requests to the appropriate approver(s) or approval of business expenses;
 - 3.6.10 wire transfers – activate and use the Pay with Moss functionality (see clause 8); and
 - 3.6.11 export – you can export a filtered transaction list in multiple format options.
- 3.7** We may remove and introduce new functionalities from time to time. New functionalities may incur an additional cost. We will notify you of the cost when we inform you about the new functionality.
- 3.8** You must notify us without delay and as accurately as possible of any failure, malfunction or impairment of the Moss Services.
- 3.9** Your Moss Account will be administered by your Administrators and their nominated Authorised Users in accordance with the terms of this Agreement. You must designate at least one Authorised User as Administrator of your Moss Account. In designating an Authorised User as an Administrator, you authorise us to act on the instruction of that person to:
- 3.9.1 nominate new Authorised Users (including other Administrators) and provide them with access to your Moss Account;
 - 3.9.2 manage access and permissions of existing Authorised Users and Administrators;
 - 3.9.3 define approval policies;
 - 3.9.4 create, edit, suspend or terminate Moss Cards and Moss Wallets;
 - 3.9.5 set individual payment limits for Moss Cards and Moss Wallets;

- 3.9.6 activate the Pay with Moss functionality or assign the right to activate the Pay with Moss functionality to other Authorised Users;
 - 3.9.7 place Payment Orders in the Pay with Moss functionality (see clause 8) and assign the right to place Payment Orders to other Authorised Users;
 - 3.9.8 download statements and reports;
 - 3.9.9 purchase paid products related to Moss Services;
 - 3.9.10 agree on a Product Change (see clause 5.2) or a change of the terms of this Agreement; and
 - 3.9.11 grant administrative rights to others (e.g. an Administrator may designate team leaders who may, within a limit set by the Administrator, allocate cards to their team members, define approval policies, approve and view the spending by their team members using Moss Cards, and download reports on such spending).
- 3.10 You represent, warrant and undertake that each Administrator has full legal authority to bind you regarding any activities performed under this Agreement and you agree that we will be entitled to rely upon any activity any Administrator and any Authorised User performs under this Agreement. You shall ensure that each Administrator and each Authorised User complies with the relevant terms of this Agreement and you agree that you will be liable for any acts and omissions of each Administrator and each Authorised User including for any placing of Payment Orders or any activities in accordance with the terms of this Agreement as if committed by yourself.
- 3.11 You must access your Moss App to check for new messages or statements on a regular basis.
- 3.12 You are required to ensure that unauthorised third parties do not gain access to your Moss Account and Authorised Users only use their personalised login details and security features (e.g. passwords, verification codes) (together the “**Security Credentials**”) to access your Moss Account. You must procure that any Authorised User provided with access to your Moss Account in accordance with the terms of this Agreement:
- 3.12.1 locks screen access to the Moss App when not using the Moss Services or if away from the computer, phone, tablet or any other device used to access the Moss Account;
 - 3.12.2 only accesses your Moss Account via the Moss Portal, directly through our official website at www.getmoss.com, and/or by using the mobile Moss App;
 - 3.12.3 keeps all Security Credentials secret, does not share the Security Credentials with any other person and takes all necessary steps to ensure that no other person comes into possession of the Security Credentials. In any case, Security Credentials must be stored in such a way that no other person can access and misuse them;
 - 3.12.4 keeps all relevant contact data, such as e-mail address or phone number up-to-date;
 - 3.12.5 ensures that any device or application on a device used by the Authorised Person for authentication purposes (such as computer, phone, tablet) may not be used by unauthorised persons; and

3.12.6 immediately notifies us if there is reason to believe that the security or integrity of the Security Credentials and/or your Moss Account has been compromised in any way.

4 Performance Standards

4.1 We shall provide the Moss Services with performance standards as set out in this clause 4 except where:

4.1.1 the Moss Services are unavailable due to technical or other problems beyond our control (force majeure, fault of third parties, causes within your control or the control of a third-party service provider);

4.1.2 we are undertaking planned and announced maintenance work;

4.1.3 we need to suspend the Moss Services to deal with maintenance work that becomes necessary at short notice (in particular to address security gaps); or

4.1.4 we need to block your access to the Moss Services as the result of notification under clause 3.12.6 until we have assigned new login details to you.

4.2 We will endeavour to arrange maintenance periods in a way that a disruption of your use of the Moss Services is minimised, for example during periods of low usage of our services.

4.3 The performance standards of Moss Services are measured by the percentage of time when the Moss Services are available to you ("**Uptime Performance Standard**"). The target Uptime Performance Standard is 98% or higher on an annual average.

4.4 You are required to report all Uptime Performance Standard incidents to us through the appropriate communications channels as provided to you via the Moss Portal, Moss App, telephone or e-mail to support@getmoss.com.

5 Moss Cards

5.1 Moss Cards are issued by the Issuer pursuant to the Moss Cards Agreement. Your contractual relationship in relation to the Moss Cards will be between you and the Issuer. We are not a party to the Moss Cards Agreement. Where there is any conflict between the terms of any contract between you, us and the Issuer, the terms of this Agreement will prevail in relation to the provision of the Moss Services.

5.2 Moss Cards can be linked to either a Moss Credit facility offered by the Lender or a Moss Wallet offered by PayrNet. You can request a change of the link of your Moss Cards from a Moss Credit facility to a Moss Wallet or vice versa through the Moss App (a "**Product Change**"). If your request for a Product Change is successful, you will not be issued with new Moss Cards, the existing Moss Cards will instead be linked to the respective new product.

5.3 Moss Cards must only be assigned to Authorised Users.

6 Moss Credit

6.1 The Moss Credit facility linked to a Moss Card is provided by the Lender pursuant to the Moss Credit Agreement. Your contractual relationship in relation to the Moss Credit facility

will be between you and the Lender. We are not a party to the Moss Credit Agreement. Where there is any conflict between the terms of any contract between you, us and the Lender, the terms of this Agreement will prevail in relation to the provision of the Moss Services.

- 6.2** Any application for a Moss Credit facility will be considered by the Lender and any offer will be subject to you successfully meeting the application conditions set by the Lender from time to time. We do not guarantee that you will be eligible for a Moss Credit facility. The credit limit on your Moss Credit facility will be set by the Lender from time to time.
- 6.3** You confirm that we may act on behalf of the Lender to assist it to carry out its creditworthiness assessment, determining the amount of the credit limit and conducting the Moss Credit Agreement. You, therefore, may be required to register details of the bank account(s) you hold which you use for 90% of your business income and expenditure, both by volume of payments and amount of payments (the “**Nominated Account(s)**”). Upon such request, the following clauses 6.4, 6.5 and 6.6 apply.
- 6.4** You agree to disclose information relating to your Nominated Accounts to:
- 6.4.1** us;
 - 6.4.2** the Lender; and,
 - 6.4.3** to the extent technically feasible, to one or more FCA regulated account information service providers (an “**AISP**”) working with us, to access your Nominated Accounts and to forward the relevant data to us and the Lender. For this purpose, you will be required to enter into one or more separate agreements with our nominated AISPs.
- 6.5** Where we, and/or our nominated AISP(s) are unable to access your Nominated Account information, whether permanently or temporarily, you agree to grant us access to the Nominated Account(s) or the Nominated Account(s) data (in particular account balances and account transactions) in another manner to be agreed.
- 6.6** If you change one or more of your Nominated Accounts, or an account no longer meets the minimum requirement to be a Nominated Account, you must notify us and provide us with details of your new Nominated Account(s) immediately, but in any event no later than within five (5) days on which the banks in Berlin and London are open.

7 Moss Wallets

- 7.1** Moss Wallets are issued by PayrNet under the Moss Wallet Agreement. Your contractual relationship in relation to the Moss Wallets will be between you and PayrNet. We are not a party to the Moss Wallet Agreement. Where there is any conflict between the terms of any contract between you, us and/or PayrNet, the terms of this Agreement will prevail in relation to the provision of the Moss Services.
- 7.2** Any application for a Moss Wallet will be considered by PayrNet and any offer will be subject to you successfully meeting the application conditions set by PayrNet from time to time. We do not guarantee that you will be eligible for a Moss Wallet.
- 7.3** You confirm that (i) all transactions charged to a Moss Card linked to a Moss Wallet and (ii) all payments resulting from Payment Orders placed in the Pay with Moss functionality are to

be funded by the redemption of e-money held in your Moss Wallet and mandate us to take the relevant actions to ensure that payments are made.

8 Pay with Moss

8.1 With Pay with Moss you can place payment orders for wire transfers from your Moss Wallets to third parties to pay business expenses (“**Payment Order**”) provided that the necessary information on such business expenses (e.g. invoices or reimbursements) has been:

8.1.1 uploaded to your Moss Account;

8.1.2 reviewed by an Authorised User; and

8.1.3 approved by an Authorised User with approval rights,

in each case in accordance with this clause 8.

8.2 Upload: You can upload information on business expenses (e.g. invoices or reimbursements) to your Moss Account through the channels offered in the Moss App. To the extent offered in the Moss App, you may also provide your business partners with a possibility to upload invoices to your Moss Account (e.g. via a designated e-mail address). Information on business expenses uploaded by you to your Moss Account or invoices uploaded by your business partners to your Moss Account in each case in accordance with this clause 8 shall be referred to as “**Uploaded Business Expenses**”. You shall ensure (and shall procure that your relevant business partners that upload invoices to your Moss Account ensure) that all Uploaded Business Expenses are fully accurate, complete and up-to-date in all respects.

8.3 Review: Information on Uploaded Business Expenses must be reviewed by an Authorised User in order to ensure that the Uploaded Business Expenses are fully accurate, complete and up-to-date in all respects. This includes but is not limited to the identity of your counterparty, products sold or the services provided, the total amount and its components, the due date and the payment instructions provided of/for each Uploaded Business Expense.

8.4 Approval: Before placing a Payment Order, each Uploaded Business Expense must be approved by an Authorised User with approval rights under the approval policy as defined by you in accordance with clauses 3.6.9 and 3.9.3. Whilst we will endeavour to ensure the Uploaded Business Expenses are the same as information on the relevant business expenses, you acknowledge that we cannot guarantee this. Therefore, you must verify all the details of the Uploaded Business Expenses to ensure they are fully accurate, complete and up-to-date in all respects. You should not place a Payment Order in relation to an Uploaded Business Expense unless you are confident that all the details of the Uploaded Business Expense (and all the details of the relevant Payment Order you wish to place) are fully accurate, complete and up-to-date in all respects. We do not assume any liability for any incorrectness of the information provided to us by you or third parties or in the event that you make payments to an incorrect account and/or payee and/or an incorrect amount. By approving the Uploaded Business Expenses, you confirm to us that the Uploaded Business Expense is fully accurate, complete and up-to-date in all respects.

8.5 Place Payment Order: If activated in your Moss Account, you can place Payment Orders in the Moss App. Payment Orders can only be placed by Administrators or Authorised Users

to whom such permission has been granted (see clause 3.9.7). In accordance with clause 7.1, the terms of the Moss Wallet Agreement between you and PayrNet apply regarding the payment. In respect of the placement of a Payment Order you agree the following:

- 8.5.1** you must provide accurate, complete and up-to-date information and instructions relating to the Payment Order that are necessary to enable PayrNet to process the payment successfully;
 - 8.5.2** once you have placed your Payment Order for immediate or same business day execution, you cannot revoke it. In case that you have placed your Payment Order for execution on a specific day other than the day of placement of the Payment Order, you may only revoke such Payment Order until the date displayed to you in the Moss App. Notwithstanding this provision, we may, in our absolute discretion, attempt to reverse your Payment Order upon your request. We cannot guarantee that such a reversal will be successful. We may charge you for any costs we incur in attempting to reverse your Payment Order.
 - 8.5.3** once a Payment Order has been placed in accordance with the terms of this Agreement it will be sent to PayrNet for payment processing in accordance with the separate terms and conditions between you and PayrNet. You agree that we are not responsible for delays in PayrNet receiving the Payment Order outside our reasonable control; in particular, we have no direct control over the availability of bandwidth over the entirety of the internet and while we will use endeavours as we deem appropriate to facilitate the Moss Services and the sending of Payment Orders from the Moss Services we are not responsible for any delays in PayrNet receiving such Payment Orders caused by such unavailability or any other event outside our reasonable control; and
 - 8.5.4** once the Payment Order has been placed in accordance with the terms of this Agreement and is received by PayrNet you acknowledge and agree that PayrNet will be responsible for processing the payment in accordance with the Payment Order subject to the Moss Wallet Agreement between you and PayrNet. You acknowledge and agree that we are not responsible for the processing of such payment.
- 8.6** You shall ensure that any Payment Orders will be for lawful purposes only. You acknowledge that we may refuse to accept the placement of any Payment Orders where we reasonably suspect that the placement will be for unlawful purposes or for reasons necessary for our compliance with legal or regulatory obligations.

9 Insights

- 9.1** To the extent offered and technically feasible you can access account information on your bank accounts in the Moss App through an AISP working with us. The account information will be provided by the respective AISP. For this purpose, you will be required to enter into one or more separate agreements with our nominated AISPs. We are not a party to the AISP agreements but may act as agent of such AISPs. Further information will be displayed in the Moss App. Where there is any conflict between the terms of any agreement between you, us, and an AISP, the terms of this Agreement will prevail in relation to the provision of the Moss Services.

10 Remuneration

- 10.1** You will pay to us the following fees for the use of the Moss Services, subject to any individually agreed discounts:
- 10.1.1** the applicable platform and/or transaction fees;
 - 10.1.2** fees for any additional services you have booked when using the Moss Services; and
 - 10.1.3** fees applicable to any new functionalities or services you subscribe for from time to time.
- 10.2** The applicable platform fees and, if any, fees for any additional special services you have booked when using the Moss Services will always be displayed to you in advance when you apply for the Moss Services, when you use the Moss Services or when you activate a new functionality. We will seek your consent to such fees before we provide any new functionality. Further service charges for the use of the Moss Services and the provision of Moss Cards are set out in the List of Prices and Services that we may publish or share with you from time to time. A copy of our current List of Prices and Services is attached to this Agreement.
- 10.3** Other fees and charges may be payable to the Issuer, PayrNet and, where you have a Moss Credit facility, the Lender.
- 10.4** You agree that our fees and charges will be charged to your Moss Wallet or, where you have a Moss Credit facility, charged to the Moss Credit facility and/or collected from the account you use to make your credit facility repayment, unless agreed otherwise. You authorise us (i) to set up a virtual Moss Card on your Moss Account on your behalf and in your name for the sole purpose of paying the fees and charges due under this Agreement, and (ii) to initiate such payments with your virtual Moss Card.

11 Whole contract and variations

- 11.1** Save for individually negotiated pricing agreements, this Agreement contains the whole agreement between the parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Agreement.
- 11.2** You and we agree and acknowledge that:
- 11.2.1** in entering into this Agreement, you and we are not relying on any representation, warranty or undertaking not expressly incorporated into it; and
 - 11.2.2** your and our only right and remedy in relation to any representation, warranty or undertaking made or given in connection with this Agreement shall be for breach of the terms of this Agreement and you and we waive all other rights and remedies (including those in tort or arising under statute) in relation to any such representation, warranty or undertaking.
- 11.3** We can:
- 11.3.1** vary the terms of this Agreement;

11.3.2 change our fees and charges, including introducing new fees and charges;

11.3.3 introduce new functionalities; and

11.3.4 remove functionalities

by giving you at least one (1) month's written notice by e-mail to the last e-mail address you confirmed to us or by posting a notice in your Moss App. If you do not object to the variation within one (1) month of our giving notice you will be deemed to have accepted the changes.

11.4 Any waiver of any term of this Agreement by us does not affect your liability under this Agreement or requirement to make payment of our fees in full and on the due dates.

12 Termination

12.1 You can terminate this Agreement on one (1) month's written notice to us at support@getmoss.com or by such other method as we agree with you from time to time.

12.2 We can terminate this Agreement on one (1) month's written notice to you by e-mail or by posting notice in your Moss App.

12.3 We can terminate this Agreement immediately if:

12.3.1 you are, or we have reasonable grounds to suspect that you are, in breach of any term of this Agreement;

12.3.2 the Moss Cards Agreement, the Moss Credit Agreement or the Moss Wallet Agreement is terminated for whatever reason;

12.3.3 the continued provision of the Moss Services to you would, or we reasonably consider would, put us in breach of any law, regulation or relevant industry guidance; or

12.3.4 you have a Moss Credit facility and we, the Lender or our nominated AISP are unable to access the necessary information from your Nominated Account(s) for more than ten (10) business days at any one time;

12.4 The Termination of this Agreement is a termination event under the terms of your Moss Cards Agreement, your Moss Credit Agreement, and/or your Moss Wallet Agreement, as relevant.

12.5 If this Agreement is terminated, we will notify the Issuer, the Lender and PayrNet as relevant.

12.6 Once you or we have given notice to terminate this Agreement as per clauses 12.1 and 12.2, we will continue to provide you with access to the Moss App and the Moss Services until the end of this Agreement. After that time, your access to the Moss Services and the Moss App will be blocked. In case we terminate this Agreement with immediate effect as per clause 12.3, we will block your access to the Moss Services and the Moss App immediately. If you require copies of your data after your access to the Moss Services through the Moss App has been blocked, you may request this by e-mail and we will provide you with the requested information. In case of requests for data older than three (3) months from the date of the end of this Agreement, we may charge a fee for providing the requested information.

13 Liability

- 13.1** Except as expressly and specifically provided otherwise in this Agreement you assume the sole responsibility for results obtained from your use of the Moss Services and for conclusions drawn by you from such use.
- 13.2** You must use your best endeavours to prevent any unauthorised access to, or use of, the Moss Services and you must notify us immediately of any such unauthorised access and use (see clause 3.12). We will not be responsible for any loss or damages you may suffer or incur arising out of or in relation to an unauthorised user accessing the Moss Account and using a Moss Card or placing a Payment Order, save to the extent such unauthorised access is caused by our wilful default or a breach by us of our obligations under this Agreement;
- 13.3** We shall have no liability for any loss or damage you may suffer or incur, arising out of or in relation to this Agreement (including in relation to: (i) a Payment Order sent to the wrong payee, (ii) a Payment Order relating to an incorrect amount of money sent to the correct payee (iii) any placing of a Payment Order by a person that is not authorised to do so, or (iv) any other mistake made by or on your behalf in relation to the placing of Payment Orders (such as mistakenly placing a Payment Order or failing to verify an incorrect or incomplete Uploaded Business Expense and placing a Payment Order in respect of such incorrect or incomplete Uploaded Business Expenses)) in each case that arises as a result of any act, omission, default or negligence by or on your behalf (including a breach of clauses 3.12 and 8).
- 13.4** Nothing in this clause 13 shall limit your payment obligations under this Agreement.
- 13.5** Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 13.6** Nothing in this Agreement shall operate so as to limit or exclude the liability of either party to the other for:
- 13.6.1** death or personal injury arising out of that party's negligence;
 - 13.6.2** fraud or fraudulent misrepresentation; or
 - 13.6.3** any other liability which cannot be limited or excluded by law.
- 13.7** Subject to clauses 13.5 and 13.6, neither party shall not be liable to you whether for breach of contract, tort (including negligence), breach of statutory duty, misrepresentation (whether tortious or statutory), otherwise for:
- 13.7.1** any loss of profits, loss of business opportunities, loss of savings, loss of revenue or damage to goodwill (regardless of whether these types of loss or damage are direct, indirect or consequential); or
 - 13.7.2** any indirect, special or consequential loss or damage whatsoever,
- in each case however arising under or in connection with this Agreement and even if the respective party was aware of the possibility that such loss or damage might be incurred.
- 13.8** Subject to clauses 13.5, 13.6 and 13.7 each party's total aggregate liability to the other party in respect of any and all causes of action arising in each Year under or in connection with

this Agreement, including liability for breach of contract, tort (including negligence), breach of statutory duty, misrepresentation (whether tortious or statutory), or otherwise shall in no circumstances exceed the greater of:

13.8.1 10,000 GBP (ten thousand British Pounds); and

13.8.2 an amount equal to 100% of the total fees (as referred to in clause 10) paid or payable to us under this Agreement by you during the relevant Year in which the cause or causes of action arose

13.9 For the purposes of calculating liability pursuant to clause 13.8, where a cause of action arises in a Year and continues across subsequent Years and/or continues after termination of this Agreement, then the cause of action shall be deemed to have arisen only in the Year in which such cause of action first arose.

13.10 “Year” means each consecutive period of twelve (12) months from (and including) the date of conclusion of this Agreement.

14 Confidentiality, Data protection

14.1 We undertake to maintain secrecy about all confidential customer-related information of which we become aware. We may disclose customer-related information to third parties if this is required by law or the customer has consented. In addition, disclosure to our cooperation partners or agents with whom we provide the Moss Services is permitted, provided that appropriate confidentiality and security measures are observed.

14.2 Personal data is processed exclusively within the applicable data protection laws, in particular the Data Protection Act 2018 and the UK General Data Protection Regulation. Detailed information on how we handle your data can be found in our privacy policy, which you can view on our website.

15 General

15.1 Neither party may advertise or otherwise use the name, trademark, company name or logo of the other party without the other party's written consent.

15.2 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

15.3 You may not transfer this Agreement to a third party without our consent. We will not unreasonably withhold consent.

15.4 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15.5 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

- 15.6** If any provision of this Agreement is or becomes invalid, illegal, impracticable or unenforceable in whole or in part, the validity, legality, practicability and enforceability of the remaining provisions of the Agreement shall not be affected thereby. The invalid, illegal, impracticable and/or unenforceable provision shall be deemed to be replaced by such valid, legal, practicable and enforceable provision as corresponds as far as possible to the spirit and economic purpose of this Agreement and the original intention of the parties.
- 15.7** This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 15.8** The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.
- 15.9** We will communicate with you in English.
- 15.10** We can communicate with you by e-mail, by telephone/text message (provided you have given us a mobile number for this purpose), via messages in your Moss App and by mail. We will be deemed to have given notice by using the last address you provided us with. It is your responsibility to ensure that your contact details are up to date.
- 15.11** You can communicate with us by:
- 15.11.1** Telephone: +44 (0)20 4571 2718;
 - 15.11.2** E-mail: support@getmoss.com; and
 - 15.11.3** Post: Nufin GmbH
c/o GetMoss UK Ltd,
3-5 Fashion Street,
London, E1 6PX

Appendix: List of Prices and Services

Fee / Interest	Amount (gross)
Service fee for the first physical card / one physical card per user	free
Service fee for physical replacement cards⁽¹⁾	10 GBP per card
Service fee for virtual cards	free
Online billing	free

(1) Not applicable if the reason for the replacement is Moss' responsibility.
