

**Terms and Conditions
Moss Platform Services**

This document is also available in the following languages:	
Dutch	EEA-nl Nufin GmbH T&C v10.0
German	EEA-de Nufin GmbH T&C v10.0

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1. Definitions

The terms defined below shall have the meaning given here in these Terms and Conditions (T&Cs) and in all contractual documents with the Customer. Words in the singular include the plural and words in the plural include the singular, unless the context indicates otherwise.

Administrators are the Users designated and duly authorised by the Customer to define and organise through the Moss Platform functionalities the use of the Moss Services by the Users.

Authentication Elements are elements of the categories knowledge (e.g. password, PIN), possession (e.g. mobile device or SIM card for transmitting authentication codes as proof of possession), or inherence (e.g. fingerprint or facial recognition as biometric feature) used for Authentication.

Authentication or Authentication Process means a process for verifying a User's or cardholder's identity or the authorised use of the Moss Services using specified Authentication Elements.

Company Personnel are persons who are employed by the Customer, who work for the Customer under a service contract or who use Moss Cards on behalf of the Customer for the Customer's business activities.

Institute is Moss GmbH, Saarbrücker Str. 38, 10405 Berlin, registered in the Commercial Register of the Charlottenburg Local Court under registration number HRB 219201 B, or another payment service provider used to provide Moss Payment Services.

IP Rights are industrial property rights, copyrights and property. Industrial property rights are patents, utility models, trademarks, service marks, design patents, design rights, database rights, semiconductor topography rights, proprietary information rights, and

all similar proprietary rights, whether registered or unregistered, including all foreign equivalents and all domestic and foreign applications, partial applications, continuations, partial continuations, reissues, re-examinations, renewals or corresponding applications.

IT Resources means the information technology systems used by the Provider to provide the Moss Services, in particular the Moss Platform and the Moss Applications, including the technical components, computer programs, data, interfaces, designs or integrated texts.

Card Agreement is the Customer's direct contract with an institution for the issuance of Moss Cards.

Customer is the contractual partner of the Provider specified in accordance with clause 2.1.2.

Customer Data refers to personal and non-personal data that the Provider processes for the Customer on the Moss Platform.

Moss Applications are the computer programs that implement the Moss Services.

Moss Cards are physical or virtual Mastercard corporate credit cards issued by the Institute to cardholders on behalf of the Customer.

Moss Data refers to personal and non-personal data that the Provider processes for itself or for a third party. Moss Data are, for example, general evaluations that can also be provided to the Customer, data that the Provider processes in order to comply with legal requirements to the Moss Payment Services or data that the Provider collects in order to secure IT Resources against attacks or improper or unauthorised uses. Data anonymized in accordance with clause 15.3.4 is Moss Data.

Moss Group are the Provider and the companies affiliated with the Provider within the meaning of section 15 et seq. German Stock Corporation Akt (AktG).

Moss Mobile App is the app available for certain mobile phone operating systems for users registered for Moss Services by the Customer.

Moss Payment Services are the payment services offered by the Institute and/or other Third-Party Providers, including services offered by the Institute under the Card Agreement.

Moss Platform is the Customer area of the Moss Website for the administration of Moss Services and accessible after login.

Moss Platform Agreement is the contract between the Provider and the Customer for the provision of Moss Platform Services.

Moss Platform Services are the Provider's services accessible through the Moss Platform to support, amongst others, payment processing, receipt processing and accounting in the Customer's business. The Moss Platform Services are provided through the Moss Website, the Moss Platform and the Moss Mobile App.

Moss Services are the Moss Platform Services and the Moss Payment Services.

Moss Website are the internet presences of Moss Group companies; the main domain is getmoss.com.

Users are the Company Personnel designated by the Customer who are authorised to use the Moss Services and are registered on the Moss Platform.

Party or Parties means the Provider or the Customer individually (Party) or both (Parties).

Provider is Nufin GmbH, Saarbrücker Str. 37a, 10405 Berlin, Germany, entered in the Commercial Register of the Charlottenburg Local Court under registration number HRB 209209 B.

Third-Party Providers are partner companies of the Provider (e.g. the Institute) that enter into separate contracts with the Customer for services that can be used via the Moss Platform. These may be companies of the Moss Group or merely contractually involved third parties. Subcontractors or suppliers of the Provider or a Third-Party Provider are not Third-Party Providers.

Transaction is a card transaction, an invoice or a reimbursement item recorded in the Moss Platform. In case of doubt, each individual item recorded for accounting purposes (e.g. cash expenses, mileage allowance or per diems) counts as a transaction.

2. Subject matter of the contract; contractual relationships; components of the contract; order of precedence

2.1. Subject matter and Parties of the contract

2.1.1. The subject matter of these T&Cs are the Moss Platform Services and all services provided by the Provider in connection therewith.

2.1.2. The Moss Platform Services are only available for business use. Consumers are not authorised to use Moss Services for their own purposes. The Customer is an entrepreneur registered in an official public register and represents and warrants that, in entering into and performing the Moss Platform Agreement and in using the Moss Platform Services, it is acting in the exercise of a commercial or independent professional activity within the meaning of section 14 of the German Civil Code (BGB) or the corresponding provisions of the laws applicable to its activity. The above restrictions are the basis for the Provider to conclude the Platform Agreement. The Customer is obliged to provide the Provider with evidence of the existence of these requirements upon request and to notify the Provider immediately of any changes to its status.

2.2. Contract components

2.2.1. The Moss Platform Agreement consists of the conditions specifically included by the Provider prior to the conclusion of the contract, these T&Cs, and separate terms and conditions included for the respective service, with these provisions applying in the order they are mentioned. This includes all conditions communicated by the Provider or Third-Party Providers before the contract is concluded and established as the basis for the service. It is sufficient for this purpose that the Provider has communicated the conditions to the Customer and made them accessible, for example through a link, and that the scope of their application is evident from the conditions or other circumstances.

2.2.2. The Provider offers services only on the basis of the T&Cs. Deviating terms and conditions of the Customer are expressly rejected. Deviating terms and conditions of the Customer shall not become part of the contract even if the Provider begins to perform the services without having objected to them again.

2.2.3. Provisions in these T&Cs do not apply insofar as they deviate from the data processing agreement (see clause 15.3.3) to the detriment of a data subject.

2.2.4. The agreements with Third-Party Providers shall have priority over the T&Cs between the Customer and the Third-Party Provider with regard to their subject matter. Provisions in the T&Cs shall apply in addition to and subordinate to agreements with Third-Party Providers.

2.3. Conclusion of contract

2.3.1. The contract for the use of Moss Platform Services is concluded upon successful completion of the onboarding process via the Moss Platform. The onboarding process begins with the registration on the Moss Platform by one or more authorised representatives of the Customer and ends with the Moss Platform Agreement.

2.3.2. In the course of the onboarding process, the Customer submits offers to enter into specific contracts. This may also include contracts with Third-Party Providers. The Customer shall be bound by its offers until completion of the onboarding process, unless the Provider receives a revocation prior to that.

2.3.3. Insofar as the Customer can already use Moss Services before the onboarding process has been fully completed, the provisions of the intended contract for the services shall apply accordingly and with the proviso that the Provider shall be entitled to discontinue the provision of services at any time and without giving reasons.

2.3.4. The acceptance and thus the conclusion of the contract shall occur (i) by express declaration of the Provider or (ii) at the latest upon commencement of the Provider's service provision after completion of the onboarding process. Acceptance may be made subject to conditions, in particular of proof of the power of authority of the person or persons acting on behalf of the Customer.

2.3.5. Representations of Moss Services in advertising, on websites or by e-mail do not constitute a binding offer, even if prices are indicated and services are specified, because the identification

and verification of the Customer and the persons acting on its behalf (e.g. Know Your Customer rules (KYC)) is an essential basis of an agreement for the Provider.

2.3.6. The consent of the authorised representatives of the Customer during the onboarding process also approves any prior declarations made by the Customer or its employees during the onboarding process with regard to the content of the Moss Platform Agreement.

2.3.7. The conclusion of the contract with a Third-Party Provider is governed by its terms and conditions. In particular, the conclusion of the contract may require compliance with the statutory and special requirements for the verification of the contractual partner, the beneficial owners and the acting persons by payment service providers (AML, KYC, video identification, creditworthiness if applicable). If the Customer does not fulfil these requirements, the provider is entitled, but not obliged, to terminate the contract extraordinarily.

2.4. Contract languages

2.4.1. These T&Cs are available in various language versions. The following language versions are binding in each case, whereby the registered office of the Customer shall be decisive unless otherwise agreed:

- (a) German language version: for the countries Germany and Austria;
- (b) English language version: for all other countries of the European Economic Area (EEA) in which Moss Services are offered.

2.4.2. Insofar as other language versions are offered, this is merely for information purposes and is non-binding. In particular, the provider does not warrant the correctness of the translation.

3. Third-Party Providers for the provision of services

3.1. In order to conclude or to perform a contract between the Customer and a Third-Party Provider, the Customer irrevocably permits the Provider to forward to Third-Party Providers or third parties engaged by them in the performance of statutory duties (e.g. providers of identification services, sanctions list screening or money laundering checks) the information, data and documents requested by them. This only applies insofar as this is required to fulfil legal obligations or to provide the contractual services. The use is limited in terms of time and content to the extent necessary to achieve the stated purposes.

3.2. The Provider may replace the Third-Party Provider giving a reasonable notice period (Replacement). The Replacement shall be deemed a change pursuant to clause 18. If the replacement significantly impairs the legitimate interests of the Customer, clause 18.3 applies.

3.3. The Moss Platform, in cooperation with Third-Party Providers, enables the Customer to view and process information about its accounts held with third-party payment service providers or to initiate payments from its accounts held with third-party payment service providers. For this purpose, the Customer shall enter into a separate agreement with the respective Third-Party Provider that has the required legal permission to provide account information and/or payment initiation services.

3.4. The Provider may also provide services for the Third-Party Providers. In particular, the Provider acts as a technical service provider of the institution within the meaning of Section 2 (1) No. 9 German Payment Services Oversight Act (ZAG) in relation to the Moss Payment Services, which are managed via the Moss Platform.

3.5. The Provider is authorised to use third parties in the provision of services (in particular subcontractors). For subcontractors with access to personal data, the provisions of clause 15 shall take precedence.

4. Technical performance requirements

4.1. It is the Customer's responsibility to inform itself about the necessary technical requirements of Moss Services and to provide these at its own expense. The Customer requires a high-performance internet connection, as well as standard browsers and mobile devices, each in line with the state-of-the-art. Further technical requirements are set out in the special terms and conditions of the Service or related

information on the Moss Website regarding supported versions and devices.

4.2. The Provider is entitled to adapt and change the technical requirements for the use of the Moss Services at any time if this corresponds to the state of the art or appears appropriate for reasons of security of the Services. The same applies to interfaces of the Moss Platform to other systems that are the subject matter of the contract.

4.3. It is the Customer's responsibility to keep the Customer's technical requirements up to date during the term of the Moss Platform Agreement and to be aware of any changes to the requirements announced or notified on the Moss Platform.

4.4. Customer is not entitled to access to the Moss Platform in earlier versions or to access it with resources that do not correspond to the state of the art.

4.5. The Customer is obliged to follow the Provider's instructions regarding the installation and use of the provided Moss Services.

5. Provision of the Moss Platform and the Moss Applications

5.1. Software as a Service, Moss Platform

5.1.1. The Moss Platform is provided as "Software as a Service" (SaaS). This means that the Customer is given technical access to use the functionalities of the Moss Platform in their current state through the Moss Applications and to carry out certain business processes.

5.1.2. The Moss Platform provides functionality to manage and control the Moss Payment Services, in particular the Moss Cards issued to the Customer by the Institute and the payment transactions carried out with them. The core functions include

- (a) Statements according to the respective applicable billing intervals with email notification service about the availability of a new statement;
- (b) Display of all Transactions made in real-time made (including all exchange rates used and the respective transaction amount after currency conversion);
- (c) Management of individual Moss Cards (in particular allocation of Moss Cards to Company Personnel, setting limits, activation of certain expenses);
- (d) Simplify and automate accounting by uploading and storing receipts to expenses in the Moss Platform;

5.1.3. The Customer had the opportunity to review the functions of the Moss Platform for its needs and to familiarize themselves with the features before concluding the contract. The functions are continuously developed, adapted, expanded, and changed.

5.1.4. The Provider shall be entitled to discontinue offering functions and functionalities or interfaces or to significantly modify them. If this significantly impairs the usability of core functions, the Customer shall have a special right of termination to be exercised within a period of two (2) weeks after notification of the change.

5.2. Further development of the Moss Platform

5.2.1. The Moss Services are subject to continuous further development. The Provider is therefore authorised to change, expand, discontinue or otherwise modify the functionalities of the Moss Platform. The Provider is not restricted by the Moss Platform Agreement from freely designing, modifying and utilising the Moss Platform at its own discretion. In particular, the Provider is authorised to offer new or extended functionalities only in return for additional remuneration.

5.2.2. For modifications that constitute a change to the contractual obligations or have a detrimental effect on usability by the Customer, clause 18 applies.

5.3. Availability

5.3.1. The Provider provides an availability of the Moss Platform Services of 98% on an annual average. Availability is given when the core functions of the Moss Platform Services can be executed and accessed on the server providing the Moss Applications.

5.3.2. Availability is calculated without the following times:

- (a) periods during which the services cannot be provided due to technical or other problems beyond the control of the Provider (force majeure, fault of third parties, causes within the control of the Customer or the Third-Party Provider); and
- (b) Times during which planned and announced maintenance work or maintenance work that becomes necessary at short notice (in particular to rectify security vulnerabilities) is carried out. Maintenance work is preferably scheduled during periods of low utilisation.

6. Integrations

6.1. The Provider enables the technically integrated use of third-party services (Integrated Services) via application interfaces of the Moss Platform (Integrations). In this way, the Customer can initiate the exchange of data or certain interactions with other services and platforms used by the Customer.

6.2. The Provider does not assume any performance obligations in relation to the Integrated Services as a result of the Integration. The Customer's claims in relation to the Integrated Services shall be governed solely by the agreement between the Customer and the Provider of the integration product. In particular, the Provider does not assume any guarantee or promise of a specific quality for Integrated Services.

6.3. Additional terms and conditions of the Provider or the provider of the Integrated Services may apply to the use of the Integration.

6.4. The Customer shall ensure the permissibility of access to and interoperability with the Integrated Services with regard to the rights of use and the data processed. Any processing of personal data when using the Integration shall be carried out as processing for the Customer within the framework of the data processing agreement in accordance with clause 15.3.3. In this respect, the Customer grants the Provider the right to carry out the Integration with regard to the Integrated Services and the data.

6.5. Moss Services functions may be designed for or require integration with Integrated Services. However, the Provider cannot guarantee the availability of the Integrated Services or the Integration. The provider of the Integrated Services can technically or legally prevent the Integration. If this renders it impossible or unreasonable for the Provider to maintain the Integration, the Provider may separately terminate the Integration vis-à-vis the Customer. The Customer is entitled to terminate the Moss Platform Agreement within four (4) weeks of receipt of the termination of the Integration with a notice period of two (2) weeks, unless the Provider has offered the Customer a reasonable alternative to using the Integration. Termination shall only affect the agreed remuneration if a separate remuneration was expressly agreed for the Integration at the time of termination. In this case, the remuneration to be paid by the Customer for the Moss Platform Services shall be reduced by the separate remuneration from the date on which the termination takes effect.

7. Administrators, Users and permissions

7.1. The Customer shall ensure that at least one (1) natural person is registered as an Administrator of the Moss Platform at all times. The following rights and powers are inseparable from the registration as an Administrator and are granted to each Administrator individually, even if multiple Administrators are designated. Any provisions or reservations deviating from the foregoing shall be ineffective and invalid. By registering on the Moss Platform, each Administrator is authorised by the Customer as specified in these T&Cs.

7.2. Administrators have comprehensive powers in their account to manage, configure, and determine the scope of use of the Moss Services. They can add, delete, or block additional Users and assign rights, including appointing and authorising additional Administrators.

7.3. Administrators also assign Users with permissions concerning the use and administration of Moss Cards. Administrators can also set individual spending limits for individual Moss Cards. They can download sales reports and access account information or initiate payments using a payment initiation service. Additionally, Administrators can link further business accounts of the Customer to the Moss Platform and order chargeable products related to Moss Services.

7.4. Administrators have access to Customer Data and access to administrative data about Users' use of Moss Services.

7.5. Administrators are authorised to make or receive declarations on behalf of the Customer to the Provider or Third-Party Providers with respect to the Moss Services. All settings made with administrator rights are binding for the Customer. Administrators are therefore authorised to agree to chargeable Moss Services, in particular in accordance with clause 14.5, to initiate product changes (such as from Moss Credit to Moss Debit) or to agree on changes to the Moss Services and the respective functionalities and to authorise Users accordingly.

7.6. To the extent that Users can make declarations or settings (e.g. blocking) or use Moss Services on the Moss Platform, the Customer must accept such actions as binding and effective.

7.7. Revocation of the rights and powers of a User, including Administrators, is only possible with effect for the future and only through appropriate implementation on the Moss Platform (e.g. change of rights, blocking or deregistration). If the Administrator's internal company authorisation ends, the Customer shall deregister the Administrator on the Moss Platform.

8. Authentication

8.1. Users must authenticate themselves when logging on to the Moss Platform and use the agreed authentication elements for this purpose.

8.2. The Customer ensures, through appropriate and suitable measures, that the Authentication Elements used by its Users are protected from being known to, or accessed by unauthorised third parties and that Authentication Elements defined by the Users themselves are secure. Knowledge elements of the Authentication must be protected from knowledge by the User, Possession elements must be protected from use by third parties, in particular by preventing access by unauthorised persons or configuring installed payment and security apps so that they cannot be used by other persons. Inherence elements may only be used on the mobile device if only the User's biometric features are used on the device.

8.3. If there are indications for the Customer that the security or confidentiality of the Authentication Elements has been compromised, for example, loss or theft of a possession element for Authentication (e.g. mobile device) or if unauthorised or fraudulent use of an authentication element is suspected, the Customer is obliged to inform the Provider immediately. All appropriate information must be provided so that the Provider can take reasonable measures (e.g. allocating new access data or blocking access to the Moss Services).

8.4. For each Authentication, the transaction data displayed for the action to be performed (e.g. login, password change) must be checked to ensure if they match the intended action. If this is not the case, the process must be cancelled and the Provider must be notified immediately.

8.5. It is the Customer's responsibility to take all possible measures, including at an administrative level, to prevent misuse of the Moss Platform. This may include, in particular, blocking access or Authentication Elements. Authentication Elements designated by the User shall be changed without undue delay as soon as use by unauthorised persons appears possible.

8.6. The Customer must immediately report any theft or misuse of an Authentication Element to the competent law enforcement authorities.

8.7. The Customer shall inform the Provider immediately of any unauthorised or incorrectly executed orders.

8.8. The Customer is obliged to ensure compliance with the aforementioned obligations by its Users by taking appropriate measures. These measures include briefings, training, technical measures, and controls. Security instructions of the Provider or the Third-Party Providers, in particular instructions on measures to protect the hardware and software used by Users, must be observed and it must be ensured that Users comply with them.

8.9. The Customer is responsible for all actions and statements made using a User's Authentication Elements.

8.10. The Provider undertakes its own measures for the security of the Authentication Elements at its own discretion but does not assume any obligation towards the Customer to maintain certain measures. The Provider does not know the passwords of the Users.

The Provider is entitled to block Authentication Elements at any time if there is suspicion of misuse or if security or confidentiality appear to be jeopardised for other reasons.

8.11. The Provider is authorised to introduce new Authentication Processes at any time and to change or no longer permit existing Authentication Processes in order to further develop security.

9. Use of IT Resources, IP Rights

9.1. Moss Services may only be used for Customer's internal business purposes and specifically not for private expenses, for third parties or for payment on behalf of third parties.

9.2. The Customer is prohibited from using IT Resources or Moss Services for third parties or from permitting or enabling third parties to use them directly, regardless of whether this is done in return for remuneration or free of remuneration.

9.3. Customer has, through Provider's IT Resources, the contractually determined option to use the functionalities of the software of the Moss Platform in the current version for conducting its own business processes serving the aforementioned purposes Customer (SaaS). The Customer shall not receive any independent usage rights to the IT Resources; in particular, no computer programs shall be provided to the Customer for use. The Customer also does not receive any rights to interfaces or Integrations.

9.4. No IP Rights are transferred or granted to the Customer by the Provider as a result of the Moss Platform Agreement or its execution, unless this is expressly agreed between the Parties. Any use of IP Rights by the Customer shall therefore require the express consent of the Provider.

9.5. The Customer undertakes not to directly or indirectly make accessible, store, reproduce or otherwise use any part or content of the IT Resources or to enable or permit any third party to use them, unless this is necessary for the use of the Moss Services in accordance with the contract and the intended purpose. It is particularly prohibited to completely store components of the Moss Platform, extract computer programs, data, algorithms, or data models underlying the Moss Services, or use the Moss Services in a manner intended to analyse, explore, or replicate the functionality, structure, components, or operation of the IT Resources.

9.6. Any use of access to IT Resources for purposes other than those intended by the directly technically implemented use of the offered functionalities (misappropriation) is prohibited.

9.7. The foregoing provisions shall also apply to any future modified or supplemented Moss Services without the need for further reference.

9.8. By providing Provider with any suggestions, ideas, enhancement requests, feedback, support requests, recommendations or other information relating to the features, functionality or operation of the Moss Services ("Feedback"), Customer grants Provider a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual and unrestricted licence to use Feedback in the Moss Services; nevertheless, the Provider is under no obligation to consider or use the Feedback.

9.9. The Provider may name the other Party as a customer of Moss Services for reference purposes using the Party's name, brand and/or logo. Moss may use such reference on its websites, in social media networks, in internet advertising, comparison portals, reports, in search engines and in communications (e.g. PR, blog posts, articles). The Customer can object to the specific use at any time without giving reasons. The Provider will then cease such use immediately. However, the Provider is not obliged to enforce removal from third-party offers.

10. Misuse of IT Resources

10.1. Any misuse of the IT Resources is prohibited. The Customer is obligated to take appropriate measures to ensure that its Users refrain from misuse.

10.2. Misuse is any use that may compromise the confidentiality or integrity of the Provider's information technology systems or other connected resources or jeopardize their proper operation. Misuse also includes use that does not serve the contractually intended purposes or otherwise violates these T&Cs.

10.3. In particular, the following are prohibited:

- (a) Uses that violate legal prohibitions, morality or other legal provisions or the rights of third parties;
- (b) Distributing, making available or promoting the distribution of malicious software;
- (c) Loading of IT resources by requests, calls or other uses that are not necessary for the intended use; use of robots, spiders, data scraping, bulk retrieval or extraction tools or similar mechanisms in relation to the Moss Services; sending of messages or content that by their nature or function, size or number are capable of impairing the operation of the IT Resources;
- (d) Circumventing, tampering with, or compromising the security of Authentication, verification, or identification mechanisms, including unauthorised use of Authentication Elements, User permissions, authenticators, or the impersonation or concealment of identities or Users;
- (e) Unauthorised access to or manipulation of services, data, programs, functionalities, networks or network areas, as well as interference with network or network security;
- (f) Access to information technology systems of the Provider via access points or interfaces other than those provided by the Provider;
- (g) Violation or circumvention of the security guidelines communicated by the Provider;
- (h) Disclose or communicate to third parties any routines, code, exploits, or other undisclosed functions that could be used to delete, disable, interfere with, or otherwise harm software or data without authorisation, or that could be used to grant unauthorised access or make unauthorised changes;
- (i) Uses that are made to discredit or harm the Provider.

10.4. Uses that violate the Provider's Fair Use Policy are prohibited. Fair use in this regard is any use that can be expected in good faith considering the scope and content of the Moss Platform in the case of normal use for the intended purposes, taking into account the specific information in Moss Platform Agreement or the Customer's pre-contractual information on its use. Unfair uses occur when the usual metrics for the utilisation of the services are significantly exceeded and the Provider cannot reasonably be expected to accept this due to the associated effort or costs (e.g. this may be the case with unexpected data volumes, invoice volumes, transaction volumes, file uploads). Uses or transactions for purposes other than those directly contractually agreed upon are also considered unfair use. In the event of breaches of the Fair Use Policy, the Provider is entitled to suspend or block the Moss Services or the affected service components and/or to make the further provision of the services dependent on appropriate remuneration. The Provider may modify and adapt this Fair Use Policy from time to time.

11. Blocking of Users

11.1. Blocking

11.1.1. The Provider may technically prevent the access of a User or all Users of the Customer to the Moss Platform temporarily or permanently (blocking). This can be implemented by technically revoking the validity of Authentication Elements.

11.1.2. It is the Customer's responsibility to prevent or limit unauthorised actions by taking administrative measures on the Moss Platform in the event of knowledge of misuse of access by Users.

11.2. Blocking upon Customer's request

The Provider shall carry out blocking at the Customer's request, in particular in the case of blocking notification pursuant to clause 8.3. The Provider shall not be limited to such measures as requested by the Customer.

11.3. Blocking upon the Provider's or third parties' request

11.3.1. The Provider may implement a block if the Provider is entitled to terminate for cause or if there is suspicion of unauthorised or fraudulent use of the Authentication Elements or if an access method is not (or no longer) considered secure. The Provider may in particular implement blocking if Third-Party Providers, authorities or other third parties' request this on a legal basis. This does not apply if overriding interests of the Customer oppose blocking.

11.3.2. The Provider will inform the Customer by electronic means (via the Moss Platform or by email) or by telephone (by phone call or SMS), of the relevant reasons, as far as possible before, but no later than immediately after, the blocking, unless the Provider is not permitted to do so.

11.3.3. The Customer is obliged to raise objections to the blocking immediately with the Provider.

11.4. Unblocking

11.4.1. The Customer may lift a block initiated by the Customer via Customer service or the Moss Platform.

11.4.2. The Provider will lift a block if there are no (longer) reasons for a block. The Provider will inform the Customer of this without delay.

11.4.3. Prior to lifting a block, the Provider may require the Customer to provide suitable and reasonable evidence, assurances, or securities of the non-existence of a reason for a block.

12. Customer service; communication; help and documentation

12.1. The Provider offers, at its sole discretion, a help function on the Moss Platform with instructions on how to use the Moss Services. Separate user documentation or other documentation is expressly not owed.

12.2. The Provider offers Customer service during service hours (Monday through Friday, excluding legal regional or national holidays at the Provider's headquarters, 9:00 a.m. - 6:00 p.m.). The current contact information can be found on the Moss Website.

12.3. The Provider will provide the Customer with important information about the Moss Services, changes or adjustments, at the Customer's option, via the Moss Platform in the Administrator Account, by email or by mail. In addition, the Provider is entitled to contact the Customer through all communication channels provided to the Provider (telephone, cell phone, SMS, instant messaging).

12.4. The Provider shall keep Customer informed of improvements and enhancements to the Moss Services to optimize Customer's use of the Moss Services.

12.5. In addition, with the Customer's consent, the Provider may use e-mail addresses and/or telephone numbers for the Moss Group's marketing communications.

12.6. The Customer can object to marketing communication at any time with effect for the future or block individual communication channels by request to the Provider. The Customer should submit such request in text form.

13. General cooperation obligations and duties of the Customer

13.1. Customer shall promptly report any malfunctions, disruptions, or impairment of the Moss Services as accurately as possible through the designated service contacts.

13.2. Changes to the company name, address, or representation authority of persons acting on behalf of the Customer, or the termination of such authority, must without undue delay be submitted directly in the Moss Applications or, if not possible, otherwise to the Provider. This duty of notification shall also apply to information arising from public registers (e.g. the commercial register).

13.3. The Customer shall provide all co-operation services required for the proper performance of the Moss Services, in particular the transmission of documents, without being requested to do so, in a content-checked and complete manner and in good time so that they can be processed by the Provider within a reasonable time. The same applies to the provision of information on all processes and circumstances from the Customer's sphere which may be relevant for the performance of the Moss Services.

13.4. The Customer shall remain solely responsible for ensuring the correctness, accuracy and completeness of its accounting / bookkeeping, of receipts and of document data from a tax and other legal point of view. This applies in particular to the upstream systems used and the data made available to the Provider. The Moss Services consist of the provision of automated processes. The Customer is responsible for controlling the results of these processes. This also applies to the scanning of data by means of OCR technology, even if the Provider provides the OCR technology to the Customer as part of

the Moss Services. To the extent that the Provider automatically retrieves, receives, or otherwise has access to accounting documents for the Customer from third parties, the Provider does warrant completeness, accuracy or verification of the recorded documents or their archiving for accounting purposes. The Customer shall observe any obligations to retain original documents or files. Agreements deviating from the above provisions shall only be effective expressly and in writing.

13.5. The Customer is obliged to inform its Users in due time before the start of the use about the rights and obligations of the Moss Platform Agreement concerning the User and the conditions of use. The Customer is liable for any breaches of obligations committed by its Users and other third parties within the Customer's sphere of influence. This shall not apply if the Customer proves that it is not responsible for the breaches.

13.6. The Customer shall back up its data locally and at appropriate intervals at its own discretion, taking into account the provisions of these T&Cs for fault handling and availability. In particular, the Customer shall be responsible for backing up data prior to any maintenance measures without separate notice.

14. Remuneration

14.1. The use of the Moss Platform Services is subject to remuneration. All prices quoted by the Provider do not include VAT, unless otherwise indicated.

14.2. The prices and remunerations result from the specific conditions agreed with the Customer and the price and service specifications of the Third-Party Providers.

14.3. In case of doubt, agreed or included transaction volumes refer to one calendar month in each case. For contracts with a fixed term of at least twelve (12) months, all unused transaction volumes of a calendar month are automatically carried over to the following month. All unused transaction volumes expire at the end of the fixed contract term, even if the contract is extended. Transaction volumes are non-transferable and non-refundable.

14.4. The Provider is authorised to adjust (increase or decrease) the remuneration annually (maximum once per calendar year) at its reasonable discretion, taking into account the development of general market conditions and ongoing costs. The Provider shall inform the Customer at least one (1) month before the change in remuneration comes into effect. If the change is more than two (2) percentage points above the general inflation according to the Consumer Price Index in the version published by the German Federal Statistical Office since the last increase or agreement of the remuneration, the adjustment shall be deemed to require acceptance in accordance with clause 18.

14.5. Additional, supplementary, or modified services subject to remuneration may be offered on the Moss Platform. These are agreed only by consent of the Customer. Consent may be declared by activating the corresponding functionality. Administrators of the Customer are responsible and accordingly authorised to activate such services. These T&Cs shall apply to such services even without renewed inclusion.

14.6. All fees are exclusive of all applicable statutory taxes (in particular turnover, sales or withholding taxes). The Customer is obliged to pay all taxes that the Provider must levy in addition to the remuneration, unless the Customer provides the Provider with a valid exemption from the competent tax authority that applies to the specific tax.

14.7. Unless otherwise agreed, payments relating to a billing period shall be due in advance on the first calendar day of such billing period. If the billing period exceeds twelve (12) months, twelve (12) months shall be due in advance in accordance with the above provision. All other remuneration shall be due immediately in case of doubt.

14.8. The Customer shall make all payments without withholding or deduction, unless this is required by law. If such withholdings or deductions are to be made, the Customer shall be obliged to pay an amount equal to the deduction to the Provider as remuneration, whereby the above provisions shall in turn apply.

14.9. The Provider is authorised to debit or have a payment owed debited directly to the Customer on the Moss Platform.

14.10. The payment will be processed via a virtual Moss Card issued specifically for this purpose. For this purpose, the Provider is entitled to charge the amount owed directly to the Moss Card.

14.11. The Parties agree on electronic invoicing or electronic transmission of invoices at the Provider's option.

15. Use of data; data protection; confidentiality

15.1. General regulations on data protection

15.1.1. The Parties shall process personal data only in accordance with the applicable statutory provisions, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). This applies in particular insofar as the other Party is the controller under data protection law.

15.1.2. Each Party shall ensure the lawfulness of the data processing activities by the other Party related to the performance of the contract for the personal data for which it is the controller within the meaning of data protection law.

15.1.3. Each Party shall fulfil the information obligations under data protection law, in particular pursuant to Art. 13 or 14 GDPR, towards data subjects within their own sphere of responsibility, in particular towards employees, for the processing of personal data for the performance of the contract by the other Party. Even if the Provider provides the Customer (e.g. on the Moss Platform) with information on data protection, solely the Customer remains responsible for the fulfilment of the data protection information obligations towards data subjects from its sphere of responsibility.

15.2. Moss Data

15.2.1. All IP Rights to Moss Data remain the exclusive property of the Provider. The Customer acquires its own rights to use Moss Data only upon express agreement.

15.2.2. To the extent that Moss Data is personal data, the Provider is controller or processor for a Third-Party Provider within the meaning of data protection law. With respect to such data, the Customer is a third party within the meaning of data protection law.

15.3. Customer Data

15.3.1. The Provider processes Customer Data as part of the Moss Platform Services. Customer retains all IP-Rights in Customer Data.

15.3.2. The Customer shall only make Customer data available to the Provider via and in accordance with the functions provided for this purpose on the Moss Platform. In particular, the transmission of unnecessary Customer Data to the support team or transmission by email is not permitted unless this has been requested by the Provider.

15.3.3. Insofar as Customer Data is personal data, the Customer is the controller within the meaning of data protection law and the Provider is the processor. With regard to this personal data, a data processing agreement (DPA) is automatically concluded between the Customer and the Provider upon conclusion of the Moss Platform Agreement. Unless otherwise agreed, this is the Provider's standard DPA, which is available at https://getmoss.com/public/terms-and-conditions/20240701_INT-en_Nufin_GmbH_DPA_v3.0.pdf.

15.3.4. Notwithstanding any requirements under data protection law, the Provider shall be entitled to anonymise Customer Data and subsequently process it for its own purposes, such as statistical analysis, industry comparisons, benchmarking, product improvements, new product developments and other similar purposes.

15.4. Confidentiality

15.4.1. The Provider undertakes, without prejudice to further obligations to confidentiality, to maintain confidentiality about all Customer-specific facts and evaluations disclosed to the Provider by the Customer in the course of the performance of the contract. The Provider may only pass on Customer-specific information to third parties for the purpose of fulfilling the contract if this is required by law or if the Customer has given consent. In addition, disclosure to partners or agents is permitted, provided that appropriate confidentiality and security measures and related data protection requirements are observed.

15.4.2. Furthermore, the Parties undertake to keep confidential all confidential information to which they have access in connection with the Moss Platform Agreement for an unlimited period of time. Confidential information shall be information which is either marked

as proprietary or confidential or marked in any other way or which is reasonably recognizable to the recipient as confidential, or which may constitute business secrets within the meaning of section 2 No. 1 of the German Trade Secrets Act (GeschGehG) or any other applicable laws. In particular, the contents of the Moss Platform Agreement including any individual conditions are confidential information.

15.4.3. The confidentiality obligation shall not apply with respect to information that (i) is generally known or becomes generally known through no fault of the recipient and without breach of this confidentiality obligation, (ii) is state of the art, (iii) was already known to the recipient at the time of transmission, (iv) is lawfully made known or accessible to the recipient by a third party, or (v) must be disclosed due to statutory provisions or enforceable official orders or court decisions, provided that the other Party shall be informed in good time before the information is disclosed to third parties.

15.4.4. Each Party shall take reasonable precautions to safeguard the confidential information of the other, but at least the measures required under section 2 No. 1 b) German Trade Secrets Act (GeschGehG) or any other applicable laws regulating trade secrets.

16. Liability

16.1. The provisions of this clause 16 do not apply to the services of the Third-Party Providers.

16.2. The following provisions on the Provider's liability shall apply to all claims for damages, defects or substitute claims for compensation by the Customer arising from or in connection with the performance of services by the Provider, irrespective of the legal grounds on which they are based (e.g. Warranty, default, impossibility, any breach of duty, existence of an impediment to performance, tort), but not for the Provider's liability for intent, own gross negligence, fraud (*Arglist*), breach of guarantee, in accordance with the German Product Liability Act (*Produkthaftungsgesetz*) and for damages arising from injury to life, body or health of persons, in this respect the statutory liability shall apply.

16.3. Liability shall be excluded for slight or simple negligence (*einfache oder leichte Fahrlässigkeit*); this shall not apply in the event of a breach of a cardinal obligation (*Kardinalpflicht*); in such cases, liability shall be limited to the damages foreseeable at the time of conclusion of the contract and typical for this type of contract. Cardinal obligations are essential contractual obligations, the fulfilment of which makes the proper performance of this contract possible in the first place and on whose fulfilment the Customer regularly relies, and whose breach jeopardizes the achievement of the purpose of the contract.

16.4. Unless a cardinal obligation is violated, The Provider's liability for grossly negligent acts or omissions by its vicarious agents (*Erfüllungsgehilfen*) is limited to the typical damages that were foreseeable for the Provider at the time of contract conclusion.

16.5. Insofar as the Provider's liability under the above provisions is limited or as lost profits, lost savings or indirect damages are claimed, the Provider's liability shall additionally be limited to the contract value. The contract value is calculated from the sum of the remuneration to be paid by the Customer to the Provider in the twelve (12) months prior to the damage event.

16.6. The strict liability (*verschuldensunabhängige Haftung*) of the Provider in the area of lease contracts and similar usage contracts for errors already existing upon conclusion of the contract is excluded.

16.7. The Provider shall not be liable for defects of connected third-party components, the Customer's own software or third-party interfaces used for the connection, unless they were provided by the Provider itself.

16.8. The Provider shall not be responsible for disruptions in performance due to force majeure, in particular strikes, lockouts, official orders, natural disasters, war, terrorist attacks, reactor accidents, trade embargoes, epidemics or pandemics, failure of communication networks or network infrastructure or disruptions in the services of carriers.

16.9. In the event of loss of data, the Provider shall only be liable for the effort required to restore the data if the Customer has properly backed up the data.

16.10. The provisions of this clause 16 shall also apply to claims of the Customer against the bodies, employees, or vicarious agents of the Provider.

17. Audit rights, auditing

17.1. The Provider shall cooperate to an appropriate and reasonable extent in audits and inspections, provided that the Customer demonstrates the necessity and if expressly agreed upon. The Provider is entitled to make access to confidential information conditional upon the persons commissioned to perform the audit giving the Provider a current and effective undertaking to maintain confidentiality.

17.2. In the context of audits, the Provider is not obliged to grant access to confidential information of third parties or to personal data, unless the Customer provides consents of all data subjects to the processing of the data for the specific purposes of the audit.

17.3. The Customer shall bear the costs for the Provider's internal and external efforts in participating in audits and inspections.

18. Changes

18.1. General

18.1.1. The Parties agree that the Moss Services shall be adapted and further developed on an ongoing basis. The Provider therefore reserves the right to amend or modify these T&Cs, the contractual services, product descriptions, technical service requirements, any policies and the remuneration with effect for the future (Changes).

18.1.2. If Changes are required to comply with applicable law, a court order, or an order of a competent authority, the deadlines specified in this clause may be shortened and the Provider cannot reasonably be expected to continue the services without the Changes.

18.2. Insignificant Changes

18.2.1. Insofar as Changes do not impair the legitimate interests of the Customer (e.g. functional enhancements; editorial adjustments, visual designs), the Provider shall implement these and inform the Customer at its own discretion.

18.2.2. For Changes that are reasonable to accept for the Customer, taking into account the interests of the Provider, and only insignificantly affect the main performance obligations of the Provider, the Provider shall inform the Customer of the specific Changes, the effective date and the consequences of the Customer's subsequent behaviour prior to the planned effective date. The Customer is entitled to object to the Changes within one (1) month of receiving the above information or otherwise becoming aware of the Change. The objection must be made at least in text form. If the Customer does not object in due time, the Changes shall be deemed accepted and agreed. If the Customer objects to the amendment, the provisions of clause 18.3.3 apply.

18.3. Significant changes

18.3.1. The following provisions shall apply if Changes requested by the Provider are so significant that the Customer's consent appears necessary (including cases where these T&Cs refer to this clause).

18.3.2. The Provider is entitled to demand the Customer's consent to significant Changes, unless the Changes are unreasonable for the Customer. The Customer can object to such Changes to the Provider in text form within a period of one (1) month of becoming aware of the Changes. If the Customer does not object within this period, the Changes shall be deemed accepted.

18.3.3. If the Provider maintains the Changes in response to the objection, the Customer has a special right of termination if the Changes are unreasonable. The Provider is also entitled to a special right of termination if the continuation of the agreement without the Changes is unreasonable. Unreasonableness can be assumed if most other customers have not objected to the Changes and the Provider's interest in avoiding parallel operation with and without the Changes for economic, technical, and other reasons outweighs the adverse effects on the Customer.

19. Change of Parties and assignment

19.1. If the Provider requests the transfer of the contract to another company which takes over the operating resources essential for contract performance, for example by means of an asset deal or a spin-off, or to another company of the Moss Group, then the Customer is obliged to agree to the transfer of the contractual relationship and to provide the necessary cooperation on its part, unless the transfer is opposed by legitimate interests of the Customer. The lack of

performance capabilities of the other company is not a legitimate interest if the Provider offers adequate security in this regard.

19.2. Moss GmbH is entitled to enter into the Moss Platform Agreement by declaration to the Customer, instead of or in addition to the Provider. If no other entry date is specified in the declaration, the date of receipt of the declaration by the Customer shall be decisive. From the entry date, only the Moss GmbH is authorised to claim remuneration from the Moss Platform Agreement, and the Customer can make payments in discharge of its obligations to the Moss GmbH only. All claims arising from the Moss Platform Agreement that have accrued and become due until the entry date can only be asserted against the Parties prior to the entry date. This also applies to claims for damages or warranty if they have arisen before the entry date but have not yet become due. The Customer is entitled to terminate the Moss Platform Agreement without notice within a period of two (2) weeks from receipt of the declaration; in this case, any claims for reimbursement by the Customer shall be directed exclusively against the Provider up to before the entry date.

19.3. The Customer may not transfer the contractual relationship to third parties without the Provider's consent. The Provider shall not unreasonably withhold consent.

20. Contract term; termination

20.1. Unless a fixed term is agreed, the Moss Platform Agreement is concluded for an indefinite period and can be terminated by either Party with one (1) month's notice. This notice period shall also apply if a "special right of termination" is granted in these T&Cs.

20.2. If annual remuneration or a term of twelve (12) months or one (1) year has been agreed, the following shall apply in case of doubt: The contract shall have an initial term of twelve (12) months from the conclusion of the contract and automatically extends for the duration of the initial term. The automatic renewal will not occur if at least one Party terminates the Moss Platform Agreement at least one (1) month before its renewal date.

20.3. The termination of the Moss Platform Agreement by the Customer shall automatically also apply to the agreements with Third-Party Providers. In this respect, the Provider shall accept and forward the Customer's termination declarations as the receiving messenger of the Third-Party Providers. The Provider may also declare the termination of Moss Services on behalf of the Third-Party Providers. The Provider authorises the Moss GmbH to terminate the Moss Platform Agreement on behalf of the Provider. In particular, the Institute may therefore terminate the Moss Platform Services at the same time as the Card Agreement.

20.4. If the Customer's Card Agreement ends, the Provider shall be entitled to terminate the Moss Platform Agreement with the Customer for cause and shall grant a transition period until the end of the Card Agreement.

20.5. The right of each Party to terminate the contract for cause without notice shall remain unaffected. Good cause for the Provider shall exist in particular if:

- (a) the Customer is in default with a not only insignificant payment and the payment is not made within 14 calendar days despite a reminder;
- (b) facts suggest that the Customer has made false statements regarding the prerequisites for establishing the contractual relationship (e.g. in accordance with clause 2.1.2);
- (c) the Customer has become insolvent, insolvency proceedings or comparable proceedings have been applied for or opened against the Customer's assets, the opening of such proceedings has been rejected for lack of assets, the Customer is in liquidation, or the Customer has ceased trading.

20.6. The Provider remains entitled to extraordinary termination as long as negotiations between the Parties appear to facilitate the restoration of the reasonableness to continue the contractual relationship. In this case, the Customer waives the defence of lack of immediacy of the termination.

20.7. Cancellations must at least be made in text form (e.g. email).

21. Settlement on termination

21.1. The Provider is entitled, as of receipt of the notice of termination, to no longer offer such Moss Platform Services that cannot be fully rendered or used during the period up to the effective date of termination; the Provider's claim to remuneration for such services is waived to this extent.

21.2. All remuneration outstanding at the time of termination shall become due and payable immediately upon termination. The Provider shall be entitled to charge the Customer for all outstanding remuneration at the effective date of termination or to invoice it separately.

21.3. In the event of extraordinary termination by the Provider before the end of the contractual term, the Provider shall be entitled to a lump-sum remuneration in the amount of 60 percent of the remuneration that would have accrued after the date the termination takes effect and the end of the contractual term. The Customer reserves the right to prove that the Provider has incurred lower damages. Further claims of the Provider shall remain unaffected.

21.4. The Provider is entitled to block the Customer's access to the Moss Platform at the effective date of the termination. It is the Customer's responsibility to back up its data via the Moss Platform functionalities prior to the effective date of the termination.

21.5. Upon request, the Provider shall provide the Customer with the Customer Data in the state of the effective date of the termination in a common data format of the Provider's choice. The Provider may choose to do so by means of data carrier or data transfer, by making it available for download on an internet resource, or by providing access to the Moss Platform with limited functionality. The Customer's request must be received by the Provider no later than 30 days after the termination date.

21.6. The Provider shall block the Customer Data after the expiry of the period in clause 21.5 and subsequently delete it irreversibly, provided that there are no retention obligations or rights.

21.7. If the Provider prepares or provides data for the Customer at the Customer's request in addition to the obligations previously agreed in this clause, this shall be done in return for reasonable remuneration.

21.8. The provisions of the Moss Platform Agreement shall apply mutatis mutandis to settlement after termination. These T&Cs shall also remain in force after settlement insofar as the provisions are also to apply post-contractually in terms of their meaning and purpose.

22. Legal compliance and sanctions

22.1. The Customer shall at all times comply with all laws, regulations and orders of governmental authorities when using the Moss Platform and shall not engage in any illegal, harmful, false or fraudulent acts or practices.

22.2. In addition, the Customer is obliged to comply with currently applicable sanctions, embargoes and comparable other foreign trade law restrictions of the United Nations, the European Union, the Federal Republic of Germany, the United Kingdom or the United States. This obligation shall not apply if it would violate section 7 of the Foreign Trade and Payments Ordinance, Council Regulation (EC) 2271/96 or comparable applicable anti-boycott or anti-blocking provisions.

23. Final provisions

23.1. The assignment of claims arising from the Moss Platform Agreement by the Customer without the consent of the Provider is excluded. Section 354a (1) German Commercial Code (HGB) remains unaffected.

23.2. The assertion of a right of retention (*Zurückbehaltungsrecht*) or offsetting (*Aufrechnung*) is only admissible with counterclaims that are undisputed, have been confirmed in writing by the Provider or have been legally established Customer (*rechtskräftig festgesetzt*). The Customer may only assert a right of retention on the basis of counterclaims arising from this contractual relationship. Statutory offsetting prohibitions (*gesetzliche Aufrechnungsverbote*) shall remain unaffected.

23.3. Oral collateral agreements do not exist. Amendments and supplements to these T&Cs must be made in text form to be effective, unless otherwise stipulated in the T&Cs. This shall also apply to the

amendment of this provision, which shall only be effective if expressly made.

23.4. In case of doubt, the place of performance, success of performance and fulfilment (*Leistungs-, Erfüllungs- und Erfolgsort*) for all services shall be the Provider's registered office.

23.5. Section 312i (1) sentence 1 number 1 to 3 German Civil Code (BGB) is not applicable.

23.6. If any provision of these T&Cs is or becomes invalid, illegal, unenforceable, or non-executable in whole or in part, this shall not affect the validity, enforceability and or executability of the remaining provisions. The invalid, illegal, unenforceable and/or un-executable provision shall be deemed to be replaced by such valid, legal, enforceable, and executable provision which corresponds as far as possible to the spirit and economic purpose of these T&Cs as well as to the original intention of the Parties.

23.7. All legal relationships to which the T&Cs apply shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of law's provisions and the UN Convention on Contracts for the International Sale of Goods, unless mandatory statutory provisions to the contrary apply.

23.8. The place of jurisdiction is the Provider's registered office. The Provider reserves the right to choose another permissible place of jurisdiction.