

**Terms and Conditions
Moss Platform Services**

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| This document is also available in the following language: | |
| German | INT-de Nufin GmbH T&C v11.0 |

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1. Definitions

The capitalized terms used in these T&C shall have the meanings set forth below. Words in the singular include the plural and vice versa, unless the context indicates otherwise.

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

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.

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.

Blocking has the meaning given in clause 11.1.1.

Card Agreement is the Customer's direct contract with a Third-Party Provider for the issuance of Moss Cards.

Change has the meaning given in clause 17.1.

Commercial Offers are digital compilations of specific prices for certain Products provided to the customer.

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

Customer is the contractual partner of the Provider specified in accordance with clause 2.1.2. To the extent provisions in these T&C shall only apply to Customers with their main office registered in a specific jurisdiction, such Customers will be referred to with a designated prefix indicating such jurisdiction (e.g. EEA Customers, UK Customers).

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

Customer Eligibility means the Customer is an entrepreneur registered in an official public register, who represents and warrants that, in entering into and performing the Moss Platform Agreement and by using the Moss Platform Services, it is acting in the exercise of a commercial or independent professional activity as defined under applicable laws, in particular section 14 German Civil Code (*BGB*).

Data Processing Agreement (DPA) is the agreement pursuant to clause 15.3.3.

Data Protection Regulations has the meaning given in the data protection agreement pursuant to clause 15.3.3.

Feedback has the meaning given in clause 9.8.

Integrated Services and **Integrations** have the meaning given in clause 6.1.

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 owned or externally sourced information technology systems and equipment used by the Provider to build, implement and operate the Moss Services, including the technical components, computer programs, data, interfaces, designs or integrated texts.

Moss Applications are collectively the Moss Web App and the Moss Mobile App.

Moss Cards are physical or virtual Mastercard corporate credit cards issued by a Third-Party Provider 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 for 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 any other entity that directly or indirectly controls, is controlled by, or is under common control with, the Provider.

Moss Mobile App is the application for mobile devices compatible with supported operating systems, enabling Users to interact with the Moss Platform for the use of Moss Services.

Moss Payment Services are financial services provided by the respective Third-Party Provider, in particular the issuance of Moss Cards, the provision of Moss Wallets and Pay with Moss.

Moss Platform is the technical implementation to provide the Moss Services.

Moss Platform Agreement is the contract between the Provider and the Customer for the provision of Moss Platform Services, incorporating any fee quotes agreed upon prior to the acceptance of these T&C.

Moss Platform Services are the Provider's services to support the Customer's financial management such as payment processing,

receipt management, and accounting through functions of the Moss Platform.

Moss Services are Moss Platform Services and Moss Payment Services.

Moss Wallet is a Moss Payment Service provided by a Third-Party Provider which includes the provision of one or more e-money wallet(s) or account(s) to the Customer.

Moss Web App is the browser-based app accessible after login on the Moss Website, which enables Users to use the Moss Services.

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

Parties means the Provider and the Customer and **Party** means any of the Parties individually.

Pay with Moss is a Moss Payment Service provided by Third-Party Providers to execute payments and transfers to payees designated by the Customer through the Moss Platform.

Products are compilations of certain Moss Services, in particular in packages, modules, add-ons or plans. Products may also include or require services of Third-Party Providers.

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.

T&C are these Terms and Conditions Moss Platform Services.

Third-Party Providers are partner companies of the Provider that enter into separate agreements with the Customer for services that can be used via the Moss Platform, including the respective financial service provider(s) used to provide the Moss Payment Services. Third-Party Providers may be companies of the Moss Group or merely contractually involved third parties. For clarity, subcontractors or suppliers of the Provider are not considered Third-Party Providers. The contractual setup with Third-Party Providers varies depending on the applicable jurisdiction and may also require the Customer to acquire the right to use certain Products .

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

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

2. Contractual relationship; components; order of precedence

2.1. Subject matter and Parties of the contract

2.1.1. The subject matter of these T&C are the Moss Platform Services and all services provided by the Provider in connection therewith to the Customer, excluding Moss Payment Services.

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's continued Customer Eligibility is a condition for the validity of the Moss Platform Agreement. If the Customer fails to meet the Customer Eligibility requirements at any time, the Provider reserves the right to terminate the Moss Platform Agreement with immediate effect. The Customer is obliged to promptly notify the Provider of any changes affecting its Customer Eligibility and provide evidence of compliance upon request.

2.2. Contract components

2.2.1. The Moss Platform Agreement consists of the terms specifically included by the Provider before the contract is concluded, in particular as a Commercial Offer, these T&C, and any separate terms applicable to the respective service, in the order stated herein. This encompasses all terms and conditions communicated by the Provider or Third-Party Providers before the conclusion of the contract and established as the basis of the services offered. It suffices in this regard that the Provider has communicated the conditions to the Customer and has made them accessible, for example via a hyperlink, and that the scope of their application is evident from the conditions themselves or other circumstances.

2.2.2. The Provider offers services only on the basis of these T&C. 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&C do not apply insofar as they deviate from the DPA to the detriment of a data subject.

2.2.4. These T&C do not apply to the agreements between the Customer and Third-Party Providers, and such agreements do not govern the subject matter of these T&C. The contractual relationships between the Customer and Third-Party Providers are entirely independent of the contractual relationship governed by these T&C unless otherwise stipulated in the Moss Platform Agreement. Where there is any conflict between the terms of any agreement between the Customer and a third party, the terms of the Moss Platform Agreement will prevail in relation to the provision of the Moss Services.

2.3. Conclusion of contract

2.3.1. The Moss Platform Agreement is concluded when a User designated and duly authorised by the Customer completes the registration process for the Moss Platform, subject to acceptance of these T&C, and access to the Moss Platform is activated. The Provider may conclude the Moss Platform Agreement subject to certain conditions, in particular requiring contracts with Third-Party Providers or proof of the power of the User's authority to act on behalf of the Customer or proof of the Customer's existence.

2.3.2. Representations of Moss Services in advertising, on websites or by email do not constitute a binding offer, even if prices are indicated and services are specified. This applies in particular to Commercial Offers.

2.3.3. 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 the agreement (*Geschäftsgrundlage*) for the Provider, if the customer wishes to use Moss Payment Services or if the customer is identified and verified for other contractual purposes.

2.3.4. Consent given by the Customer's authorised representatives during the onboarding process also constitutes approval of any prior declarations made by other Users of the Customer regarding the Moss Platform Agreement's content.

2.3.5. The use of Moss Services may necessitate the conclusion of additional agreements with Third-Party Providers. The conclusion of the contract with a Third-Party Provider is governed by its terms and conditions and may entail additional requirements. In particular compliance with the statutory and special requirements for the verification of the Customer, its beneficial owners and its acting persons by the Third-Party Provider (AML, KYC, video identification, creditworthiness, if applicable) may be required. The Provider reserves the right to terminate the Moss Platform Agreement extraordinarily if such agreements are not concluded within a reasonable period or if the Customer does not fulfil these requirements.

2.3.6. Each Party agrees that the obligations and promises made under the Moss Platform Agreement constitute valid and sufficient consideration for entering into the Moss Platform Agreement.

2.4. Contract languages

2.4.1. These T&C are available in various language versions. The binding language depends on the registered office of the Customer unless otherwise explicitly agreed:

- (a) German language version: for German and Austrian Customers;
- (b) English language version: for all other EEA Customers or UK Customers.

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

3. Provision of services by Third-Party Providers

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 it is required to fulfil legal obligations or to conclude or perform the contract. The use is limited in terms of time and content to the extent necessary to achieve the stated purposes.

3.2. The Moss Platform, in cooperation with Third-Party Providers, may enable 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.

3.3. The Provider may replace a Third-Party Provider giving a reasonable notice period. Such replacement shall be deemed a Change.

3.4. The Provider may also provide services for the Third-Party Providers. In particular, the Provider may act as a technical service provider of Third-Party Providers 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 requirements for the use of Moss Services

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 supported 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 applicable Moss 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 Moss 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 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

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 agreed functionalities of the Moss Platform in their current version to carry out certain business processes.

5.1.2. The core functions of the agreed SaaS service will be determined by the primary purpose of the respective products within the meaning of the Moss Platform Agreement, in particular the Commercial Offer. The use of the functions of the Moss Platform is subject to the restrictions set out in clause 9.

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

5.1.4. The Provider is entitled to discontinue functions, interfaces or Products, to offer them only changed or only for additional remuneration.

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 functions 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.

5.2.2. For modifications that constitute a change to the contractual obligations or have a detrimental effect on usability by the Customer, clause 17 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 (see clause 23.1.9 or 24.2.7); and
- (b) Periods during which scheduled and announced maintenance work or maintenance work required on short notice (in particular to address security vulnerabilities) is carried out. Maintenance is preferably scheduled during times of low usage.

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 or further requirements 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 interoperation with the Integrated Services with regard to the rights of use and the data processed. Unless otherwise agreed, any processing of personal data when using the Integration shall be carried out as processing for the Customer within the framework of the DPA. 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. Functions of the Moss Services 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. With registration on the Moss Platform, each Administrator is authorised by the Customer as specified in these T&C.

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, deactivate, or block additional Users and assign rights, including appointing and authorising additional Administrators and defining approval and authorisation policies for the use of Moss Services by other Users.

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 transaction 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 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 on the Customer. Administrators are therefore authorised to agree to chargeable Moss Services, in particular in accordance with clause 14.4, 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 deactivation). 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. The User shall protect knowledge elements of the Authentication from knowledge of, and possession elements 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 mobile device.

8.3. If the Customer has any indications that the security or confidentiality of the Authentication Elements has been compromised, for example, through 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 aborted 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 declarations 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 payments on behalf of third parties.

9.2. The Customer is prohibited from using IT Resources or Moss Services for third parties or 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. The Moss Platform is provided as 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 contractually intended use of the Moss Services. 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. The IT Resources may only be used for the functions technically provided by the Provider and offered to the Customer. Any use for other purposes 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 Customer as a customer of Moss Services for reference purposes using the Customer's name, brand and/or logo. Moss Group 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 jeopardise their proper operation. Misuse also includes use that does not serve the contractually intended purposes or otherwise violates these T&C.

10.3. In particular, the following are prohibited:

- (a) Uses that violate legal prohibitions, principles of morality (*gute Sitten*) 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, functions, 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; and
- (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 the Moss Platform Agreement or the pre-contractual information provided by the Customer on its intended use. Unfair use occurs 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 the 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 if it becomes aware of any 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 notifications 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 Blocking if the Provider is entitled to terminate the Moss Platform Agreement for good 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, email, or SMS) or by telephone, 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 any and all objections to the Blocking immediately with the Provider.

11.4. Unblocking

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

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

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

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 public 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 (e.g. email, telephone, SMS, instant messaging) or via messages in the Moss Web App or the Moss Mobile App. The Provider will be considered to have given notice one (1) business day after posting a message on the Moss Platform or the Moss Mobile App.

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

12.5. In addition, with the Customer's consent, the Provider may use email 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 writing.

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 via the Moss Platform 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 cooperation 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 not 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 if express and in writing (on paper).

13.5. The Customer is obliged to inform its Users in due time before the start of the use about the rights and obligations under 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 (*kein Vertretenmüssen*).

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&C for handling of malfunctions 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 remuneration for the use of the Moss Platform is determined in the Moss Platform Agreement and the terms of the Third-Party Providers. All discounts, special rebates, back payment stipulations, or other reductions granted in the Moss Platform Agreement shall apply only for the agreed fixed term, unless expressly stipulated otherwise in writing. These reductions will automatically expire at the end of the fixed term and will not extend with any automatic renewal of the contract, unless expressly stated or extended in writing.

14.2. 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. 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.

14.3. 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, in case of EEA Customers, by the German Federal Statistical Office or, in case of UK Customers, by the UK Office for National Statistics – since the last increase or agreement of the remuneration, the adjustment shall be deemed to require acceptance in accordance with clause 17.

14.4. Additional, supplementary, or modified services (e.g. Products) subject to remuneration may be offered on the Moss Platform. The Customer can consent to a corresponding amendment of the Moss Platform Agreement by activating the respective service on the Moss Platform. Administrators of the Customer are designated

and accordingly authorised to do so. These T&C shall apply to such services without requiring their renewed inclusion. In case of doubt, agreeing to a modified service under this clause does not result in a change to the contract term.

14.5. All fees quoted or otherwise agreed are exclusive of all applicable statutory taxes (in particular VAT, sales or withholding taxes) unless otherwise expressly indicated. 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.

14.6. 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, each period of 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.

14.7. 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.

14.8. The Provider is entitled to collect any due payment:

- (a) Via direct debit from a bank account of the Customer based on a direct debit mandate issued by the Customer;
- (b) Via the Moss Wallet in accordance with the respective agreement with a Third-Party Provider; or
- (c) Via a Moss Card of the Customer issued by the respective Third-Party Provider for this purpose.

14.9. 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 Data Protection Regulations. This applies in particular insofar as the other Party is the controller under the Data Protection Regulations.

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 the Data Protection Regulations.

15.1.3. Each Party shall fulfil the information obligations under the Data Protection Regulations, 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 the Data Protection Regulations. With respect to such data, the Customer is a third party within the meaning of the Data Protection Regulations.

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 functionalities 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 the Data Protection Regulations and the Provider is the processor. With regard to this personal data, a data processing agreement 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 data processing agreement, 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 Regulations, 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 trade secrets within the meaning of any applicable laws protecting trade secrets, in particular section 2 No. 1 of the German Trade Secrets Act (*GeschGehG*). 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) was already known to the recipient at the time of transmission, (iii) is lawfully made known or accessible to the recipient by a third party, or (iv) 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 other Party's confidential information, implementing at minimum the measures required under applicable trade secret protection laws, particularly section 2 No. 1 (b) of the German Trade Secrets Act (*GeschGehG*), to maintain the information's status as a trade secret.

16. Audit rights, auditing

16.1. 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.

16.2. 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.

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

17. Changes

17.1. The Parties agree that Moss Platform Services shall be continuously adapted and further developed. The Provider reserves the right to amend or modify these T&C, the contractual services, product descriptions, technical service requirements, policies and the remuneration with effect for the future ("**Change**").

17.2. The Provider shall notify the Customer of the specific Changes, their effective date and the consequences of the Customer's actions in a reasonable timeframe prior to their implementation.

17.3. The Customer may object to Changes in writing within one (1) month of receiving notification or becoming aware of the Changes. Changes are necessary to comply with applicable law, a court order, or an order of a competent authority, may be implemented with a shortened objection period; the Provider may immediately discontinue the affected Moss Services in such cases. If the Changes do not impair the Customer's legitimate interests (e.g. functional enhancements, editorial adjustments, or visual design updates), the Customer has no right to object.

17.4. If the Provider does not receive an objection within the objection period set forth in clause 17.3, Changes shall be deemed accepted if:

- (a) The Customer continues to use the Moss Services after the implementation of the Changes;
- (b) The Provider can reasonably expect acceptance by considering the legitimate interests of both Parties, particularly the impact on the Provider's main performance obligations; or
- (c) The Changes are necessary to comply with applicable law, a court order, or an order of a competent authority,

unless applicable law prohibits such tacit consent in the specific case.

17.5. If the Provider receives an objection within the objection period pursuant to clause 17.3, the Provider may:

- (a) Inform the Customer that the Changes will be implemented despite the objection, granting the Customer the right to terminate the Moss Platform Agreement with immediate effect within one (1) month after receiving such notice; and/or
- (b) Terminate the Moss Platform Agreement within one (1) month after receipt of the objection effective at the end of the next full calendar month, if it is unreasonable to continue the Moss Platform Agreement without implementing the Changes. Unreasonableness may be assumed if at least 95% of all Customers have not objected to the Changes, and the Provider's interest in avoiding parallel operations outweighs the negative impact on the Customer.

17.6. Any waiver of any term of the Moss Platform Agreement by the Provider does not affect the Customer's liability under the Moss Platform Agreement or requirement to make payment of any fees in full and on the due dates, unless explicitly agreed otherwise.

18. Change of Parties and assignment

18.1. 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, 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 conflicts with overriding 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.

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

19. Term; termination

19.1. if no fixed term is agreed, the Moss Platform Agreement is concluded for an indefinite period. In this case, the contract may be terminated by either Party with immediate effect at any time; however, if the Moss Platform Agreement is concluded together with a contract for Moss Payment Services, the notice period, deviating from the first part of the sentence, shall be one month..

19.2. The Parties may agree on a fixed term for the Moss Platform Agreement either by explicitly specifying a contractual period or by stipulating remuneration tied to a defined period (e.g. twelve (12) months or one (1) year), such as by granting a special price for a specified contract duration. The fixed term shall commence on the

date expressly agreed upon by the Parties or, if no such date is specified, on the date the Moss Platform Services are activated. If multiple Moss Services are ordered simultaneously, the fixed term shall apply uniformly to all Moss Services included, commencing with the activation of the first Moss Service unless otherwise agreed, regardless of whether these services are provided by Third-Party Providers. Upon expiration, the Moss Platform Agreement shall automatically renew for a duration equal to the previous term unless one Party terminates the Agreement at least one (1) month before the renewal date. The provisions of this clause, including fixed terms and automatic renewals, shall also apply where the Parties agree on updated commercial terms and such updates explicitly or implicitly establish a fixed contractual period or special pricing for a specified term.

19.3. 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 notices 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 other entities within the Moss Group that act as Third-Party Providers to terminate the Moss Platform Agreement on behalf of the Provider.

19.4. If the Customer's Card Agreement ends, the Provider shall be entitled to terminate the Moss Platform Agreement with the Customer extraordinarily for good cause with effect as of the end of the Card Agreement.

19.5. The right of each Party to terminate the Moss Platform Agreement extraordinarily for good cause without notice shall remain unaffected. Good cause for an extraordinary termination by 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) or fails to update information concerning Customer Eligibility within due time;
- (c) the Customer becomes insolvent or unable to pay its debts as they fall due; enters into any form of insolvency, administration, or liquidation, including voluntary arrangements with creditors; has insolvency, administration, or liquidation proceedings applied for or opened against its assets, or such proceedings are rejected due to insufficient assets; is subject to a winding-up petition, bankruptcy petition, or has a receiver, liquidator, or administrator appointed over its assets; ceases or threatens to cease trading or carrying on a substantial part of its business; or any event occurs under applicable law that has a similar effect to the above; or
- (d) the continued provision of the Moss Services to the Customer would put the Provider in breach of any law, regulation or relevant industry guidance.

19.6. The Provider remains entitled to extraordinary termination as long as negotiations between the Parties are pending and appear to facilitate the restoration of a state which would render the continuation of the contractual relationship reasonable. In this case, the Customer waives the defence of lack of immediacy of the termination.

19.7. The termination can be made in writing, in particular by email or – in the case of termination by the Provider – by posting a notice in the Moss Platform.

20. Settlement on termination

20.1. The Provider is entitled, as of receipt of the notice of termination by the Customer, 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.

20.2. 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.

20.3. 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 until the end of the contractual term. The Customer reserves the right to prove that the Provider has incurred less damage. Further claims of the Provider shall remain unaffected.

20.4. 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 functions prior to the effective date of the termination.

20.5. Upon request, the Provider shall provide the Customer with the Customer Data held by the Provider at 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 effective date of termination.

20.6. 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 20, this shall be done in return for reasonable remuneration.

20.7. The Provider shall be entitled to block the Customer Data after the expiry of the period in clause 20.5 and subsequently delete it irreversibly, provided that there are no retention obligations.

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

21. Legal compliance and sanctions

21.1. 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.

21.2. 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 to the extent 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.

22. General Provisions

22.1. No verbal collateral agreements exist. Amendments and supplements to these T&C must be made in writing to be effective, unless otherwise stipulated in these T&C. This shall also apply to the amendment of this provision, which shall only be effective if expressly made.

22.2. Where these T&C require notice, approval, or other documentation "in writing", such requirements are fulfilled through paper, digital form, including electronic signature platforms, or by email unless expressly stated otherwise within these T&C.

22.3. In case of doubt, the place of performance, success of performance and fulfilment for all services shall be the Provider's registered office.

22.4. If any provision of these T&C is or becomes invalid, illegal, or unenforceable in whole or in part, this shall not affect the validity and enforceability of the remaining provisions. The invalid, illegal or unenforceable provision shall be deemed to be replaced by such valid, legal, and enforceable provision which corresponds as far as possible to the spirit and economic purpose of these T&C as well as to the original intention of the Parties. The failure or delay by either Party to exercise any right, power, or remedy provided under the Moss Platform Agreement or by law shall not constitute a waiver of that or any other right, power, or remedy, nor shall it preclude or restrict further exercise of that or any other right, power, or remedy. A waiver

shall only be effective if it is expressly stated in writing by the Party granting the waiver.

23. Special Provisions for EEA Customers

23.1. Liability

23.1.1. The following provisions regarding the Provider's liability shall apply to all claims by the Customer for damages or defects or substitute compensation claims arising under or in connection with the Moss Platform Agreement or performance of services by the Provider, regardless of the legal grounds for such claims (e.g. breach of contract, tort (including negligence), breach of statutory duty, misrepresentation (whether tortious or statutory), warranty, default, impossibility, existence of an impediment to performance). This applies irrespective of whether the Parties were aware that such losses or damages could occur at the time the Moss Platform Agreement is concluded.

23.1.2. The following provisions do not apply to the Provider's liability for intent, own gross negligence, fraud (*Arglist*), breach of guarantee, under the German Product Liability Act (*Produkthaftungsgesetz*) or in case of damages arising from injury to life, body or health of a person; in this respect the statutory liability shall apply.

23.1.3. 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.

23.1.4. 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.

23.1.5. Insofar as the Provider's liability under the above provisions is limited or as lost profits, missed 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.

23.1.6. 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.

23.1.7. 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.

23.1.8. The Provider shall not be liable for defects of Integrated Services, third party components, the Customer's own software or third-party interfaces used for connection, unless they were provided as a contractual obligation of the Provider.

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

23.1.10. The provisions of this clause 23.1 shall also apply to claims of the Customer against the bodies, employees, or vicarious agents of the Provider.

23.2. Miscellaneous

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

23.2.2. The Customer may only exercise a right of retention (*Zurückbehaltungsrecht*) or right to offset (*Aufrechnung*) against

counterclaims that are either undisputed, confirmed in writing (on paper) by the Provider, legally established (*rechtskräftig festgestellt*), or based on warranty rights for defects. The Customer may only assert a right of retention based on counterclaims that arise directly from this contractual relationship. Statutory prohibitions on offsetting (*gesetzliche Aufrechnungsverbote*) shall remain unaffected.

23.2.3. Section 312i (1) sentence 1 number 1 to 3 of the German Civil Code (*BGB*) is not applicable.

23.2.4. All legal relationships to which these T&C apply shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods, unless mandatory statutory provisions to the contrary apply.

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

24. Special Provisions for UK Customers

24.1. Third-Party Providers for Moss Wallet and Pay with Moss

24.1.1. If the Customer uses the Moss Wallet, Pay with Moss and related payment services ("**Airwallex Services**"), these are provided by the Third-Party Provider Airwallex (UK) Limited ("**Airwallex**"), an electronic money institution regulated by the Financial Conduct Authority (FCA), license number 900876. The Provider is the technical service provider for Airwallex Services.

24.1.2. To use the Airwallex Services, the Customer agrees via the Moss Platform that the Provider and other companies of the Moss Group that are involved in the provision of the Airwallex Services:

- (a) may collect data for the identification of the customer under money laundering law ("know-your-customer"; KYC) from the Customer and transfer it to Airwallex and the companies affiliated with Airwallex or used to provide the Airwallex Services;
- (b) on behalf of the Customer – and based on the Customer's use of the Airwallex Services via the Moss Platform – may issue instructions to Airwallex, including the establishment of accounts and the execution of payments, in particular to the Third-Party Provider of the Moss Cards for the settlement of payments made by the Customer with Moss Cards;
- (c) view account balances and transactions and share relevant data with Airwallex, the Customer, companies affiliated with Airwallex or used to provide the Airwallex Services;
- (d) provide all information necessary to allow Airwallex to allocate received funds or make payouts for the Customer; and
- (e) perform all activities required to enable the provision of the Airwallex Services through the Moss Platform in accordance with Airwallex's Privacy Policy.

24.2. Liability

24.2.1. The following provisions regarding the Provider's liability shall apply to all claims by the Customer for damages or defects or substitute compensation claims arising under or in connection with the Moss Platform Agreement or performance of services by the Provider, regardless of the legal grounds for such claims (e.g. breach of contract, tort (including negligence), breach of statutory duty, misrepresentation (whether tortious or statutory), warranty, default, impossibility, existence of an impediment to performance). This applies irrespective of whether the Parties were aware that such losses or damages could occur at the time the Moss Platform Agreement is concluded.

24.2.2. The following provisions do not apply to the Provider's liability for its deliberate default, death or personal injury arising out of negligence or intent, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by law; in this respect the statutory liability shall apply.

24.2.3. The Provider's liability shall be excluded, in particular for any loss of profits, loss of business opportunities, missed savings, loss of revenue or damage to goodwill (regardless of whether these

types of loss or damage are direct, indirect or consequential), or any indirect, special or consequential loss or damage whatsoever.

24.2.4. The Provider's total aggregate liability to the Customer in respect of any and all causes of action arising in each contractual year shall in no circumstances exceed the greater of (i) 10,000 GBP (ten thousand British Pounds), and (ii) an amount equal to 100% of the total remuneration (as referred to in clause 14 paid or payable to the Provider under the Moss Platform Agreement by the Customer for the Moss Platform Services during the relevant year in which the cause or causes of action arose. For the purposes of calculating liability pursuant to the foregoing, where a cause of action arises in a contractual year and continues across subsequent years and/or continues after termination of the Moss Platform Agreement, then the cause of action shall be deemed to have arisen only in the year in which such cause of action first arose.

24.2.5. 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.

24.2.6. The Provider shall not be liable for defects of Integrated Services, third party components, the Customer's own software or third-party interfaces used for connection, unless they were provided as a contractual obligation of the Provider.

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

24.2.8. The provisions of this clause 24.2 shall also apply to claims of the Customer against the bodies, employees, or vicarious agents of the Provider.

24.3. Cashback

24.3.1. Cashback in this clause refers to a payment made by the Provider to the Customer, calculated as a percentage of the Customer's turnover from purchase transactions pursuant to clause 24.3.2. The payment of cashback is subject to an express agreement between the Provider and the Customer, which must be made in writing and specify the applicable percentage. Such agreement may provide for additional requirements, thresholds, or caps for the cashback.

24.3.2. Purchase transactions are turnover resulting from payments with Moss Cards made by the Customer for the direct purchase of goods and services by the Customer from third parties. In particular, turnover resulting from payments to the Customer itself or to companies affiliated with it, money transfers or payments to the Provider or Third-Party Providers, is excluded from cashback. The Provider reserves the right to reject purchase transactions for cashback if they are comparable to the aforementioned exceptions or if there is any other misuse of cashback.

24.3.3. Cashback is calculated and paid out for each calendar month. Repayments concerning purchase transactions (e.g. due to exchange of goods or reclamations) will reduce the previously granted cashback by the corresponding amount. The Provider is entitled to recover such amounts by debiting the Customer's account, by offsetting it against future cashback payments, or demanding a separate refund from the Customer.

24.3.4. The Provider shall be entitled to modify the provisions of this clause or the agreed cashback percentage at any time with one month's notice, unless otherwise expressly agreed in writing. The Provider shall notify the Customer of any such changes in writing. Unless expressly agreed in writing, all cashback agreements automatically expire after 12 months or if the interchange fee granted between financial institutions changes materially, particularly due to regulatory changes or amendments. Further rights to changes in accordance with clause 17 remain unaffected.

24.3.5. No cashback shall be granted after termination of the Moss Platform Agreement. If the Provider terminates the Moss Platform Agreement due to delayed payment, no cashback shall be granted for transactions of Moss Cards not yet settled with the respective Third-Party Provider at the time of notice of termination; any cashback already granted shall be cancelled, clause 24.3.3 applies.

24.4. Miscellaneous

24.4.1. The assignment of claims arising from the Moss Platform Agreement by the Customer without the consent of the Provider is excluded.

24.4.2. The Customer shall have no right to assert any right of retention or to set off any amounts owed to the Provider under the Moss Platform Agreement against any counterclaims, whether disputed or undisputed, unless otherwise expressly agreed in writing (on paper) by the Provider. This exclusion applies to all counterclaims, including those that may arise from this contractual relationship. Statutory prohibitions on set-off shall remain unaffected only to the extent that they cannot be lawfully excluded.

24.4.3. The Moss Platform Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Moss Platform Agreement.

24.4.4. The rights of the Parties to rescind or vary the Moss Platform Agreement are not subject to the consent of any other person.

24.4.5. All legal relationships to which these T&C apply shall be governed by the laws of England and Wales, excluding the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods, unless mandatory statutory provisions to the contrary apply.

24.4.6. Each Party irrevocably agrees that the courts of London shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Moss Platform Agreement or its subject matter or formation.