



# Platform Agreement

Last Updated: 29 January 2026

This Platform Agreement is a binding agreement between Company and ANNA Money Solutions Pty Ltd (“**ANNA Money Credit**”, “**we**”, “**us**”, “**our**”) and governs your use of the Services. In this Platform Agreement, “**Company**” or “**you**” means the company that is applying for or has opened an ANNA Money Credit Account to use the Services. References to “Platform Agreement” include this document and any terms, agreements, and policies referenced including the Program Terms specific to the Services you use, the Privacy Policy, User Terms, Rewards Terms, and any applicable Additional Terms or supplemental agreements. Definitions for other capitalised terms are included below in Section 4.

The terms and conditions of this Platform Agreement are binding as of the date you submit an application to open an ANNA Money Credit Account. When you submit your application, you are consenting to receive all Notices and communications electronically. We may update this Platform Agreement and any terms, agreements, or policies incorporated by reference by providing Notice through posting updated versions to our website. We may also give you additional Notice of any changes that we believe are material. Your continued use of the Services will be your deemed acceptance of any changes to this Platform Agreement and incorporated terms, agreements, and policies referenced.

You may only apply for and maintain an ANNA Money Credit Account and use the Services if you agree to this Platform Agreement.

## 1. Opening an ANNA Money Credit Account

### 1.1 Eligibility

Only companies incorporated in Australia may apply for an ANNA Money Credit Account and use the Services. Individual consumers, sole proprietors, unincorporated partnerships, and companies incorporated outside Australia are not permitted to use or attempt to open or use an ANNA Money Credit Account or the Services.

### 1.2 Requirements

#### Representations of Company

By submitting an application for an ANNA Money Credit Account, the individual submitting the application represents and warrants as an authorised representative of Company that:

- Company is a business entity that is incorporated in Australia
- Company is validly existing and in good standing in its jurisdiction of organisation
- Company is not engaged in any illegal activities

- The individual who applies for an ANNA Money Credit Account on Company's behalf is authorised to provide information about Company, submit the application on behalf of Company, enter into binding agreements on behalf of Company, and manage Company's ANNA Money Credit Account
- The individual who applies for an ANNA Money Credit Account on Company's behalf is not and is not associated with a Prohibited Person
- All information you provide to us is and will be current, accurate, and complete
- Company will use its ANNA Money Credit Account exclusively for business purposes and not for any personal, family, or household use
- You have reviewed this Platform Agreement and the terms, agreements, or policies incorporated by reference

### **Required information**

You must provide Company Data to apply for and maintain an ANNA Money Credit Account and any Services. Company Data may include registered business names, business address, ownership details, contact information including email and phone number, tax file number, the nature of the business, financial information, details for your Linked Accounts, and other business information that we may require or request from time to time.

You must also provide certain Personal Data including the names, contact information, personal addresses, tax file numbers, and dates of birth of Administrators and Users. We may also require that you provide certain information to verify Company Data and Personal Data.

You must connect at least one Linked Account. You authorise us to verify that the account details you provided for your Linked Account are correct and the Linked Account belongs to you by making a \$1.00 deposit to and corresponding debit from the Linked Account.

You acknowledge that you have obtained or will obtain appropriate consent and authorisation of any person whose Personal Data you provide before sharing such data with ANNA Money Credit.

### **Verification and validation of information**

ANNA Money Credit and its Program Partners rely on the accuracy of the information you provide when opening and maintaining your ANNA Money Credit Account. You acknowledge and agree that we may use and provide Company Data and Personal Data to Program Partners and Third-Party Service Providers to validate the information you have provided and determine your eligibility for the Services, as described in the Privacy Policy.

We may approve or deny your application or grant you provisional access to the Services or your ANNA Money Credit Account while your application is pending additional review. We may deny your application, interrupt provision of the Services to you, or suspend or close your ANNA Money Credit Account where the information you provided is incomplete, inaccurate, or out of date.

### **Consent to electronic signature and communications**

You agree that submitting your application for an ANNA Money Credit Account and confirming consent to this Platform Agreement constitutes your electronic signature. You

also agree that your electronic consent has and will have the same legal effect as a physical signature. You consent to us providing Notices and account statements to you electronically, and understand that this consent has the same legal effect as would a physical signature.

### **Supplemental agreements**

In certain circumstances, including where we are required by a Program Partner, we may require supplemental agreements including between ANNA Money Credit and Company. The availability of specific Services to Company may be subject to these supplemental agreements. We may add or change the applicability of these requirements and the supplemental agreements at any time. Company or parties affiliated with Company (including Control Persons) may be required to enter into such supplemental agreements in order to access or continue use of the Services. We may require Company to enter into a security agreement or provide a security interest in Company assets for certain Programs. Required supplemental agreements are provided separately from this Platform Agreement.

## **1.3 Prohibited and Restricted Activities**

Your ANNA Money Credit Account and the Services may not be (a) used for any purpose that is unlawful or prohibited by this Platform Agreement, (b) used for any personal, family, or household use, (c) used for any transaction involving any illegal or criminal activities, (d) provided to or used for any transaction involving an individual, organisation, country, or jurisdiction that is identified on any lists maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) or the U.S. Department of State, (e) used by third parties unaffiliated with Company, or (f) used for any purpose not related to the business of Company.

We will not approve and may terminate ANNA Money Credit Accounts that we know or believe are engaged in any illegal or criminal activities or otherwise do not comply with these restrictions. ANNA Money Credit may limit Company's use of certain Services or require that you provide additional information to open or maintain your ANNA Money Credit Account where Company is engaged in any illegal or criminal activities.

## **1.4 Data and Privacy**

We process Personal Data in accordance with the Privacy Policy. You acknowledge, understand, and agree that we will collect, process, and share Company Data and Personal Data to provide the Services in accordance with this Platform Agreement and the Privacy Policy.

## **2. Managing and Using Your ANNA Account**

### **2.1 Authorised Users**

#### **Administrators**

You must specify at least one Administrator to manage your ANNA Money Credit Account when submitting your application. Administrators must have, and Company represents that any individual designated as an Administrator has the requisite power and authority to conduct business and manage Company's ANNA Money Credit Account. In the event that an individual designated as an Administrator no longer has such power and authority, Company must notify us promptly and designate another Administrator for the ANNA Money Credit Account.

Administrators may: add, remove, or manage additional Administrators and Users; view transactions; view and run reports and download statements; provide or update Company Data; connect Linked Accounts, Third-Party Services, and other accounts to your ANNA Money Credit Account; consent to any new or updated terms or conditions contained in this Platform Agreement or other agreements or policies incorporated in this Platform Agreement, consent to supplemental agreements, or consent to any Additional Terms; and take actions specified in the Program Terms and perform other tasks on Company's behalf. Administrators must not authorise the use of Company's ANNA Money Credit Account or the Services by any Prohibited Person.

Administrators must monitor Company's ANNA Money Credit Account activity and statements as required by applicable Program Terms. Certain Services include additional permission levels and authorisations. If you use these Services, Administrators on your ANNA Money Credit Account will be able to authorise and assign Users these permission levels and authorisations.

### **Support staff**

You may authorise individuals to have read-only to certain information about Company's use of the Services on Company's ANNA Money Credit Account. These individuals may view and run reports and download statements.

### **Users**

Users may use Company's ANNA Money Credit Account, transact, and use the Services only for valid, lawful, legitimate business purposes on Company's behalf. Users may not use the Services for personal, family, or household purposes. Users must accept and comply with the User Terms.

## **2.2 Responsibility for Use**

Company is responsible and liable for any actions or failure to act on the part of Administrators, Users, and those using Credentials issued to Users to access Company's ANNA Money Credit Account.

Company is responsible for:

- Ensuring that Users are aware of and agree to abide by the terms of this Platform Agreement, the applicable Program Terms and all applicable law and Card Network rules in connection with their use of the Services
- Obtaining appropriate consent and authorisation to provide Users' personal information, and ensuring that Users are aware of and have reviewed the Privacy
  - Policy and understand how we process their personal information
- Ensuring that Users are aware of, accept, and comply with the User Terms
- Ensuring that Users use the Services only for valid, lawful business purposes and not for any personal, family, or household use

Company is liable for any breach or violation by its Users of this Platform Agreement or any of the agreements, terms, and policies incorporated by reference.

## **2.3 Access**

### **Safeguards and Credentials**

You will keep your ANNA Money Credit Account secure and only provide access to individuals that you have authorised to use the Services on your behalf. You will take all reasonable steps to safeguard the privacy, confidentiality, and security of User Credentials. You will monitor the activities of Users who access the Services, and you will use all reasonable means to protect Cards, checks, mobile devices, web browsers, and anything else used to access or utilise the Services.

You will ensure that each User has their own unique Credentials, keeps those Credentials secure, does not share those Credentials with any other person or third party, and does not reuse Credentials for other services.

You will not allow any unauthorised person to use the Services. You will promptly disable User access to the Services or limit permissions where you know or suspect your ANNA Money Credit Account has been compromised or may be misused or where you know or believe a User's Credentials are compromised or lost; and you will promptly notify us of any unauthorised access or use of your ANNA Money Credit Account or the Services.

### **Security Procedures**

You are responsible for implementing Security Procedures appropriate to manage your exposure to potential security incidents.

ANNA Money Credit may provide or suggest that you implement certain Security Procedures in connection with your use of the Services. You understand that your responsibility for the security of your business is not diminished by any Security Procedures that we provide or suggest.

By using the Services, you represent to ANNA Money Credit that you have reviewed the Security Procedures and that those you have chosen are commercially reasonable for you to protect against unauthorised transactions.

## **2.4 Transactions and Activities**

Though we may provide Security Procedures, ANNA Money Credit cannot guarantee that you will not become a victim of fraud. You are solely responsible for all transactions initiated through the Services using Credentials and for all transactions initiated in your name that are authenticated using the Security Procedures you choose.

You will be bound by any transaction (including any transfer, instruction, or payment order we receive related to the Services), even if it is not authorised, if the transaction is initiated under your Credentials or processed in accordance with your instructions. We may help you resolve unauthorised transactions, but you acknowledge and understand that you are responsible for any financial loss caused by Administrators, Users, or other persons given access to the Services or your ANNA Money Credit Account, and any financial loss due to compromised Credentials or due to any unauthorised use or modification of your ANNA Money Credit Account or the Services. ANNA Money Credit is not liable or responsible to you, and you waive any right to bring a claim against us, for any such losses.

We may suspend access to your ANNA Money Credit Account or the Services at any time and for any reason, in our sole and absolute discretion, without prior Notice.

## **2.5 Fees and Disclosures**

## **Fees**

We may assess Fees for some Programs or Services, including periodic fees, usage fees, service fees, and fees applicable to certain transactions (e.g. external transfer fees), administration fees etc. We may also assess Fees for late or failed payments, or misuse of your ANNA Money Credit Account or the Services. We will disclose Fees to you when opening your ANNA Money Credit Account, when you start using a new Service, or through our website. We may update, add, or change Fees upon 30 days' Notice to you and these will be clearly set out in the Program Terms.

Any accrued or incurred Fees will be reflected on your statements for the applicable Program and included in the amounts you owe ANNA Money Credit under such Program.

## **Disclosures about the Services**

Some Programs or Services provided by ANNA Money Credit may require use of other Programs or Services. We do this because some of our Services serve as a way to access other Services.

## **Credit Reporting**

We may report Company payment history and performance to one or more credit reporting agencies.

## **2.6 Rewards**

ANNA Money Credit may determine when, how, and under what conditions you may qualify for, accrue, redeem and retain rewards, and ANNA Money Credit may modify these conditions with or without Notice to you. Certain Programs or Services may not be eligible for rewards. Rewards may be subject to caps, revocation, or forfeiture as set forth in the Rewards Terms. All rewards offered are subject to the Reward Terms.

## **2.7 Changes to the Services**

We may add Programs or Services or modify existing Programs or Services at any time. Some of these Services will be subject to Additional Terms. You acknowledge and understand that in order to use certain Services, you must agree to the Additional Terms that we will provide separately from this Platform Agreement, and which will be incorporated by reference and form a part of this Platform Agreement.

We do not guarantee that each of the Services will always be offered to you, that they will be available to you, or that you will qualify or be able to utilise any particular Service. Services will change from time to time, and certain Services may be discontinued or others may be added.

## **2.8 Notices and Communication**

We will provide Notices regarding certain activity and alerts to your ANNA Money Credit Account electronically through your ANNA Money Credit Account, email, push notification, or via text or SMS to the contact information provided to us by Administrators and Users.

Notices regarding payments, legal terms, and any other important Notices related to

your Company's ANNA Money Credit Account will be sent to certain Administrators through your ANNA Money Credit Account or email and are considered received 4 hours after they are sent. You understand that you may not use the Services unless you consent to receive Notices electronically. You may only withdraw consent to receive Notices electronically by closing your ANNA Money Credit Account.

We may send Notices to Users' mobile phones through push notifications, text or SMS messages to the mobile phone numbers provided to us by Administrators or Users. These Notices may include alerts about Services or transactions, and may allow Administrators and Users to respond with information about transactions or Company's ANNA Money Credit Account. You authorise Users to take any available actions, subject to limitations based on permissions and authorisation. Users may elect to not receive certain Notices via text or SMS, but this will limit the use of certain Services and may increase the financial risks to Company including losses caused by lost or stolen Credentials.

We may send text or SMS messages to Users in connection with use of Credentials (such as through multi-factor authorisation), to allow us to verify their identity, to provide other information about your ANNA Money Credit Account or in connection with Programs, and for other purposes that we identify and that are available through your ANNA Money Credit Account.

Administrators and Users are required to maintain updated web browsers, computers, and mobile device operating systems to receive Notices correctly. Administrators and Users are responsible for all costs imposed by their respective Internet or mobile service providers for sending or receiving Notices electronically.

## 2.9 Updates to Company Information

### **Providing information**

You will keep Company Data and each User's Personal Data current, complete, and accurate in your ANNA Money Credit Account at all times whether we provide you with full or provisional access.

At any time during the term of this Platform Agreement and your use of the Services, we may require additional information from you, including Company Data (such as copies of government-issued identification, business licenses, or other information related to your business) and Personal Data (such as copies of government-issued personal identification and proof of address) to validate information you provided, verify the identity of Administrators or Users, and assess Company's financial condition and business risks.

### **Notification of corporate and business changes**

Company must be duly incorporated and validly existing under Australian law throughout the term of this Platform Agreement.

You will promptly notify us in writing if any of the following occur:

- The nature of your business changes significantly
- There is any material change in the control or ownership of your business (whether direct or indirect), or you transfer or sell 25% or more of your total assets
- There is any planned or anticipated liquidation, or voluntary administration or

insolvency proceeding

- You or any of Company's directors or officers are the subject of an inquiry, proceeding, investigation, or enforcement action by any regulatory authority
- You or any of Company's directors or officers are party to a litigation in which claims are asserted that would, if sustained in a legal proceeding or alternative dispute resolution forum, result in a material impact to Company's financial condition
- You receive a judgment, writ, or order against 25% or more of your total assets
- You or any of Company's directors or officers begin engaging in any criminal or illegal activity

## 2.10 ANNA Property and Licenses

ANNA Money Credit and licensors own all ANNA Property. Company, Administrators, and Users may use ANNA Property strictly for the purposes provided in this Platform Agreement and the Program Terms. You may not modify, reverse engineer, create derivative works from, or disassemble ANNA Property or register, attempt to register, or claim ownership in ANNA Property or portions of ANNA Property.

ANNA Money Credit grants you a non-exclusive and non-transferable license to use ANNA Property as provided through the Services and as permitted by this Platform Agreement. This license terminates upon termination of this Platform Agreement unless terminated earlier by ANNA Money Credit.

We will not share any Company Data with third parties for marketing unaffiliated products without your consent, but may use Company Data to identify Services, Third-Party Services, and programs that we believe may be of interest to you, including as part of a rewards or benefits program. ANNA Money Credit may include De-Identified Data in both public and private reports.

You grant ANNA Money Credit a worldwide, irrevocable license to use, modify, distribute, copy, and create derivative works from Company Data for the purposes identified in this Platform Agreement.

## 2.11 Identification as Customer

We may publicly reference you as an ANNA Money Credit customer on our website or in other communications during the term of this Platform Agreement. We will not express any false endorsement or partnerships. You grant ANNA Money Credit a limited licence to use Company trademarks or service marks for this purpose.

## 2.12 Beta Services and Feedback

We sometimes release Beta Services in order to test new products, features, and programs, and we may make these Beta Services available to you to get your Feedback. We may change or discontinue Beta Services at any time. Beta Services are confidential until we publicly announce the products, features, or programs, and if you use Beta Services, you agree to keep information about the Beta Services confidential. Any Beta Services are provided to you on an "as is, where is" basis and without warranty. We may use any Feedback about the Services or Beta Services freely and without restriction. Except where specifically notified by us, we will not compensate or credit you for Feedback you provide to us.

## 2.13 Content

Version: January 2026

Information provided on our website and in other communications from us is for information purposes only. We believe it to be reliable, but it may not always be entirely accurate, complete or current. We may change or update information from time to time without Notice. You should verify all information on our website and in other communications from us before relying on it. You are solely responsible for all of your decisions based on information provided on our website and in other communications from us, and we have no liability for such decisions.

Information we provide on our website and in other communications to you may contain third-party content or links to third-party sites and applications. We do not control any such third-party content, sites, or applications, and we are not responsible or liable for the availability, accuracy, completeness, or reliability of third-party content or for damages, losses, failures, or problems caused by, related to, or arising from such third-party content or the products or practices of third parties.

## 2.14 Assignment

You may not transfer or assign (by operation of law or otherwise) this Platform Agreement or any of your rights or obligations under this Platform Agreement, or operation of your ANNA Money Credit Account, without ANNA Money Credit's prior express written consent. If you wish to make such a transfer or assignment, or the ownership of Company is changing in any material respect, you must give us prior written notice. If we consent to such a transfer or assignment, the assignee or successor must assume all of Company's rights, obligations, and liabilities under this Platform Agreement and your relationship with ANNA Money Credit, and will be bound by all the terms of this Platform Agreement. ANNA Money Credit may assign, pledge, or otherwise transfer this Platform Agreement or any of its rights and powers under this Platform Agreement without restriction and without providing Notice to you. Any such assignee or successor will have all rights as though originally named in this Platform Agreement instead of ANNA Money Credit.

## 2.15 Term and Termination

This Platform Agreement is effective when you start an application for an ANNA Money Credit Account and continues until terminated by either you or us, in accordance with the Program Terms or as set forth in this Platform Agreement.

You may terminate this Platform Agreement by ceasing to use the Services, paying all amounts owed, and providing notice to us. We may decline to close your ANNA Money Credit Account if you have a negative balance in respect of any Service, if any funds that we are holding on your behalf are subject to a hold or other restriction, or if we believe that the ANNA Money Credit Account is being closed to evade any legal or regulatory requirement or investigation.

ANNA Money Credit may terminate this Platform Agreement and terminate access to your ANNA Money Credit Account or the Services at any time and for any reason by providing you Notice. If we believe you violated this Platform Agreement or the applicable Program Terms, or if required by one of our Program Partners or by law, we may terminate access to your ANNA Money Credit Account without prior Notice.

You are responsible for all Charges, Fees, Fines, and other losses caused by your action or inaction prior to termination, and for any costs we may incur in the process of closing your ANNA Money Credit Account upon termination by you or us.

In the event that this Platform Agreement is terminated, except as expressly provided herein, the applicable Program Terms will immediately terminate (other than sections that survive termination).

If you reapply or reopen your ANNA Money Credit Account or use or attempt to use any of the Services, you are consenting to the Platform Agreement in effect at that time.

Sections 1.4 (Data and Privacy), 2.2 (Responsibility for Use), 2.3 (Access), 2.4 (Transactions and Activities), 2.8 (Notices and Communication), 2.12 (Beta Services and Feedback), 2.14 (Assignment), 2.15 (Term and Termination), 3.1 (Limitation of Liability), 3.2 (Disclaimer of Warranties by ANNA Money Credit), 3.3 (Indemnification), 3.4 (Governing Law), and 3.5 (Legal Process) together with the provisions of the Program Terms that identify continuing obligations, and all other provisions of this Platform Agreement or the agreements, terms, and policies incorporated herein giving rise to continuing obligations of the parties, will survive termination of this Platform Agreement.

## 3. General Provisions

### 3.1 Limitation of Liability

ANNA Money Credit is not liable to you for consequential, indirect, special, exemplary, or punitive damages, lost profits, or lost revenue arising from or related to your use of or inability to use Services or Cards, lost profits or reputational harm, physical injury or property damage, or any other losses or harm arising from or related to this Platform Agreement or any terms, agreements, or policies incorporated by reference, whether or not we were advised of their possibility by you or third parties.

Our maximum liability to you under this Platform Agreement and any terms, agreements, or policies incorporated by reference, is limited to the greater of the total amount of Fees actually paid by you to ANNA Money Credit in the three months preceding the event that is the basis of your claim or \$5,000. These limitations apply regardless of the legal theory on which your claim is based.

You have certain rights at law which cannot be limited or excluded. Applicable law includes but is not limited to Australian Consumer Law and the Privacy Act 1988 (Cth). Nothing in this Platform Agreement limits or excludes those rights, however ANNA Money Credit's liability is limited to the maximum extent permitted by law.

### 3.2 Disclaimer of Warranties

The services, ANNA Property, and beta services are provided to you as is and as available. Subject to Section 3.1, ANNA Money Credit disclaims all express, implied or statutory warranties of title, merchantability or fitness for a particular purpose, and all warranties of non-infringement of the services, ANNA Money Credit property, and beta services. Nothing in this Platform Agreement will be interpreted to create or imply any such warranty to you.

Third-party services are not provided or controlled by ANNA Money Credit. ANNA Money Credit does not provide support for and disclaims all liability arising from failures or losses caused by third-party services.

ANNA Money Credit disclaims all warranties and does not guarantee that (a) services and ANNA Data provided under this Platform Agreement are accurate or error-free; (b) the services will meet your specific needs or requirements; (c) the services will be usable by Company, administrators or users at any particular time or location; (d) specific merchants will permit purchases using cards issued by an issuer; (e) services will be uninterrupted, secure, or free from hacking, viruses or malicious code; and (f) any defects in the services will be corrected, even when we are advised of such defects.

ANNA Money Credit is not liable for and disclaims liability for any damages, harm or losses to you arising from unauthorised access or use of your ANNA Money Credit account or the services or your failure to implement appropriate security procedures.

### 3.3 Indemnification

You agree to indemnify, defend, and hold harmless ANNA Money Credit and Third-Party Service Providers (including our respective affiliates, directors, employees, agents, and representatives), from and against all losses, liabilities, claims, demands, or expenses, including reasonable attorney's fees, arising out of or related to: proceedings, suits, or actions brought by or initiated against ANNA Money Credit by any third party due to your breach or alleged breach of this Platform Agreement, any terms, agreements, or policies incorporated by reference, or any other agreements with ANNA Money Credit acts or omissions of Administrators, Users, or other Company employees or agents; Company's actual or alleged infringement of a third party's intellectual property rights; Company's use of Third-Party Services; or disputes over Charges between Company and merchants.

### 3.4 Governing Law

This Platform Agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia.

Subject to the good faith binding arbitration requirement provisions contained in Section 3.5, you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waive any right to object to any proceedings being brought in those courts.

### 3.5 Legal Process

We may respond to and comply with any legal order we receive related to your use of the Services, including subpoenas, warrants, or liens. We are not responsible to you for any losses you incur due to our response to such legal order. We may take any actions we believe are required of us under legal orders including holding funds or providing information as required by the issuer of the legal order. Where permitted, we will provide you reasonable Notice that we have received such an order.

### 3.7 Headings and Interpretation

Headings in this Platform Agreement are for reference only. Except where otherwise specified, all references to *sections* or *provisions* refer to this Platform Agreement or the applicable incorporated terms. The phrases *including*, *for example*, or *such as* do not limit the generality of the preceding provision; the word *or* will be read to mean *either... or... or any combination of*

*the proceeding items*; words in the singular include the plural and words in the plural include the singular; and provisions listing items and using *and* require all listed items.

If any provision of this Platform Agreement is found by a court of competent jurisdiction or arbitrator to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Platform Agreement will otherwise remain in full force and effect.

## 3.8 Changes to this Platform Agreement

We may modify this Platform Agreement or provide other agreements governing use of the Services or any portion of them by providing you Notice. Any Administrator's or User's continued use of the Services or Cards constitutes your consent to the revised Platform Agreement.

Any waiver, modification, or indulgence that we provide to Company, of any kind or at any time, applies only to the specific instance involved and will not act as a general waiver or a waiver, modification, or indulgence under this Platform Agreement for any other or future acts, events, or conditions. Further, any delay by ANNA Money Credit in enforcing our rights under this Platform Agreement does not constitute forfeiture of such rights.

## 3.9 Entire Agreement

This Platform Agreement, including any terms, agreements or policies incorporated by reference, constitutes the entire understanding of the parties with respect to the subject matter described and supersedes all other proposals or previous understandings, written or oral, between the parties. No other agreements, representations, or warranties other

than those provided in this Platform Agreement and the applicable Program Terms will be binding unless in writing and signed by Company and ANNA Money Credit.

## 4. Defined Terms

Capitalised terms in this Platform Agreement are defined as follows:

**Additional Terms** means additional terms or policies to which we may require you to agree in the event that we release new products, features, integrations, promotions, or rewards, or otherwise to enhance and improve the scope and quality of the Services.

**Administrator** means an individual with the requisite power and authority to conduct business and manage Company's ANNA Money Credit Account and act on behalf of Company, including consenting to this Platform Agreement.

**Beneficial Owner** means any individual who, directly or indirectly, owns 25% or more of the equity interests of Company.

**Beta Services** means beta or pre-release products or services, which may contain features and functionality that are incomplete or subject to substantial change or discontinuation.

**ANNA Money Credit Account** means your Company's account with ANNA Money Credit that is used to access the Services.

**ANNA Data** means all data developed or collected by ANNA Money Credit through the

development or provision of Services, Cards, or Third-Party Services, or generated or recorded by the ANNA Money Credit platform, but which does not include Company Data.

**ANNA Property** means the Services and related technology; ANNA Money Credit Data; and copyrights, patents, trade secrets, trade or service marks, brands, logos, and other intellectual property incorporated into each of the foregoing.

**Card Networks** means the payment card networks including Mastercard.

**Cards** means physical or virtual payment cards issued by an Issuer and managed through your ANNA Money Credit Account.

**Charge** means a payment for goods or services made using a Card to a merchant that accepts payments on the applicable Card Network.

**Company Data** means information or documentation provided by Company to ANNA Money Credit, and which includes Financial Data and any Personal Data provided by Company, Administrators, and Users.

**Consolidated Action** means class arbitrations, class actions, or other action brought between multiple parties based on the same or similar legal claims, or the same or similar facts.

**Control Person** means a single individual with significant responsibility to control, manage, or direct Company.

**Credentials** means usernames, passwords, and other identifiers or credentials used to assist ANNA Money Credit in identifying and authenticating you with regard to your use of the Services.

**De-Identified Data** means data derived from Company Data that has been anonymised or aggregated with other data and that can no longer be used to identify a specific company or individual.

**Dispute** means any dispute, claim, or controversy arising from or relating to this Platform Agreement, including any incorporated terms, agreements, and policies.

**Feedback** means all feedback, suggestions, ideas, or enhancement requests you submit to us. Fees means charges we impose on you for use of Services or your ANNA Money Credit Account.

**Financial Data** means Company's bank balance, transaction, and account information accessible to ANNA Money Credit through Linked Accounts or Third-Party Services.

**Fines** means all fines, penalties, or other charges imposed by a Program Partner, governmental agency or regulatory authority arising from your breaching of this Platform Agreement, any of the Program Terms, Card Network rules, or other agreements you have with ANNA Money Credit or a Program Partner.

**Issuer** means the bank that is a member of the Card Network indicated on Cards and is responsible for issuing the Cards to you.

**Linked Account** means any account that is held with a financial institution and is linked to

or authorised for use or payment through your ANNA Money Credit Account.

**Notice** means any physical or electronic communication, or legal notices related to this Platform Agreement that are provided to you, Users, or Administrators through text or SMS, email, your ANNA Money Credit Account, or by other means.

**Personal Data** means data that identifies or could reasonably be used to identify a natural person. Platform Agreement means this Platform Agreement as amended.

**Program Partner** means a bank, financial institution, or other partner that provides services directly related to one or more Programs.

**Program Terms** means the terms and agreements applicable to portions of the Services, including the ANNA Money Credit Card Program Terms, the Card Terms, any Program Partner terms, and any other terms and conditions that govern access to and use of any Program. **Programs** means the ANNA Money Credit Card programs, and any other financial products or services offered or operated by ANNA Money Credit .

**Prohibited Person** means any individual or organisation that is subject to sanctions in the United States, identified on any lists maintained by OFAC or the U.S. Department of State, or is subject to any law, regulation, or other list of any government agency that prohibits or limits us from providing an ANNA Money Credit Account or Services to such person or from otherwise conducting business with the person.

**Security Procedures** means certain procedures and controls that are intended to help secure and protect your ANNA Money Credit Account and data from misuse, fraud, and theft.

**Services** means the financial products, technology, expense management, cash management, payment services, integrations with Third-Party Services, and all other services provided by ANNA Money Credit through your ANNA Money Credit Account.

**Third-Party Services** means services and data provided by third parties connected to or provided through the Services. Third-Party Services include accounting or expense management platforms, payment processors and e-commerce platforms, and applications used to monitor Linked Accounts.

**Third-Party Service Provider** means an affiliate or other third party that assists us in providing the Services to you, that supports our internal operations, or that provides other services related or connected to, or provided through the Services and an ANNA Money Credit Account.

**Users** means any employees, contractors, or agents authorised to use the Services on Company's behalf, and includes Administrators.