

# **End User Agreement**

Last updated: 30 July 2025

This 'End User Agreement' (**Agreement**) is a legal and binding agreement between Lean (defined below) and the end user of the Lean Services (defined below) (**End User**).

By accessing and/or using the Lean Services, End User agrees to be bound by the terms of this Agreement. This Agreement should be read alongside Lean's 'Terms of Use' (**Terms of Use**) and 'Privacy Notice' (**Privacy Notice**), both of which are accessible on Lean's website (<a href="https://www.leantech.me">https://www.leantech.me</a>) (**Website**).

Before entering into this Agreement, End User acknowledges and agrees that it has carefully read and understood the terms of this Agreement, Terms of Use, and Privacy Notice, and agrees to be bound by and comply with those documents.

To the extent of any conflict or inconsistency between this Agreement and any other document provided to End User by Lean, this Agreement will prevail.

Lean may amend this Agreement from time to time. Any amended terms will be published on the Website. If End User accesses and/or uses the Lean Services after such changes are posted, End User agrees to be bound by the amended Agreement.

If End User uses the Lean Services on behalf of a company, partnership, or other legal entity (**Corporate Entity**), then End User represents, warrants, and agrees that this Agreement applies to both End User and Corporate Entity, unless otherwise stated. By accessing and/or using the Lean Services on behalf of Corporate Entity, End User represents and warrants that it has the necessary capacity and authority to bind Corporate Entity to this Agreement.

#### 1 About Lean

- 1.1 Lean means the contracting company within the Lean group of companies depending on where End User receives the Lean Services. Relevantly, if End User receives the Lean Services in the:
  - (a) UAE, then the Lean Services are provided to End User (at the discretion of Lean) by:
    - (i) Lean Technologies Ltd: a company incorporated and registered in the Abu Dhabi Global Market (ADGM) at DD-16-121-032, 16, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates, registered number 000004778. Licensed (and/or expecting to be licensed in due course) and regulated by the ADGM Financial Services Regulatory Authority (FSRA) to perform the regulated activity of Providing Third Party Services (FSRA license number: 200033) and Providing Money Services.
    - (ii) Leantech Systems Information Technology L.L.C.: a company incorporated and registered in the Emirate of Dubai at Offices 101 - 103, Nassima Tower, Trade Center First, Dubai, United Arab Emirates, registered number 1436701. Licensed (and/or expecting to be licensed in due course) by the Central Bank of the UAE (CBUAE) for providing Open Finance (OF) and Retail Payment Services (RPS).
  - (b) KSA, then the Lean Services are provided to End User by:
    - (i) Lean Technologies Saudi for Information Technology Company: a company registered and incorporated in the Kingdom of Saudi Arabia at Building No.3403, Al Hawi Street, 7465, Hiteen District, 13516, Riyadh, Saudi Arabia, registered number 1010622090. Lean is permitted by the Saudi Central Bank (SAMA) to test its innovative services under the Regulatory Sandbox environment. For more information, please click here.
- 1.2 From time to time, Lean may partner with and/or outsource certain business activities to third-party service providers in connection with the operation, maintenance and hosting of the Lean Services;
- 1.3 Lean enters into this Agreement for the benefit of itself; and
- 1.4 Lean makes no representations or warranties (express or implied) as to the availability, reliability or suitability of the Lean Services.

#### 2 Lean Services

- 2.1 **Lean Services** means any current or future services and/or products provided by Lean to End User, accessible via the Website and attached domains and other web and mobile-based applications, and includes any regulated or unregulated services and/or products which Lean (or its affiliates) may provide to or for the benefit of End User in due course provided under current regulatory licence(s), future regulatory license(s), or otherwise.
- 2.2 Third parties include the owner or provider of the website, desktop and/or mobile application through which End User or that third party developer accesses the Lean Services (**Developer Application**).
- 2.3 Where End User has accessed the Lean Services through a Developer Application, the products and services provided to End User by the Developer Application are governed by a separate agreement between End User and the provider of the Developer Application (**Developer Terms**). Lean has no responsibility for the products and services provided to End User by or through the Developer Application. Lean will not be liable to End User for any harm, damage or loss arising from End User's use of the products and services provided by or through the Developer Application.



2.4 Lean does not charge End User for its use of the Lean Services. The Developer Application may, however, charge End User for products and services provided to End User that make use of the Lean Services. Developer Application providers and other third parties may pay Lean fees and other amounts in connection with the services Lean provides to them.

## 3 Eligibility and Availability

- 3.1 End User may only use the Lean Services if End User:
  - (a) is over the age of consent in the jurisdiction from which the Lean Services are provided, or End User has the express consent of a legal guardian;
  - (b) provides Lean with accurate, complete, and up-to-date information, and does not misrepresent End User's identity or any other information about End User;
  - (c) agrees to this Agreement, and to using the Lean Services in accordance with this Agreement; and
  - (d) agrees to comply with all laws and regulations applicable to End User's use of the Lean Services.
- 3.2 The availability and delivery of the Lean Services may vary depending on the type of device End User is using, the type of online bank or payment account End User has (**Payment Account**), and the Developer Terms.

#### 4 Form and Procedure for Accessing the Lean Services

# 4.1 Data Aggregation Services

- (a) With End User's explicit consent, Lean may access and transmit information relating to End User selected Payment Account(s) to the Developer Application through which End User has accessed the Lean Services. Such information may include:
  - (i) financial transaction history, for example, transaction amount, data, description and currency;
  - (ii) financial account details, for example, account number, type, currency and balance; and
  - (iii)financial account holder information, for example, name, address, phone number, and email address,
  - (together, Account Information).
- (b) Before receiving Lean's data aggregation service, End User will have instructed the Developer Application (through which End User has accessed the Lean Services) to retrieve End User Account Information using Lean. Upon such an instruction, End User will be redirected to Lean. End User consents to allow Lean and its affiliates to remember End User Account Information for future interactions with the person or business that has engaged or retained Lean to provide the Lean Services to their End Users (Client) as outlined in clause 5 (Consent).
- (c) Once End User is redirected to Lean, Lean will ask End User to select which Payment Account provider End User would like Lean to access End User Account Information from (Account Provider). End User will give explicit consent to Lean:
  - (i) accessing End User Account Information from the Account Provider End User has selected; and
  - (ii) taking the steps outlined in clause 4.1(e). Lean may request End User Account Information from Account Provider on a periodic basis in accordance with End User consent until the consent expires or is withdrawn.
- (d) In some circumstances, Lean may ask End User to provide Lean with the login details for End User Payment Account. By providing Lean with End User Payment Account login details, End User confirms that End User has all the necessary rights, permissions and authority to share End User's login details and Account Information with Lean, and End User grants Lean explicit consent to use End User's login details to access End User's Payment Account to obtain the necessary Account Information on End User's behalf and at End User's direction in order to provide End User with the Lean Services.
- (e) Once Lean has accessed End User Account Information, Lean will share End User Account Information with the Developer Application through which End User has accessed the Lean Services. This may include sharing End User Account Information with third parties as directed by that Developer Application to which End User has explicitly consented to such sharing. Such sharing allows the Developer Application to provide End User with products and services in accordance with the Developer Terms and supports the Right to Remember.
- (f) Lean does not check the accuracy of the Account Information retrieved from Account Provider and Lean relies on Account Provider to ensure that End User Account Information is up to date and accurate.
- (g) Lean may standardise, categorise, merge, aggregate, and otherwise process End User Account Information before sharing it with the Developer Application through which End User has accessed the Lean Services, or sharing it with third parties as directed by that Developer Application with End User's explicit consent.

#### 4.2 Payment Initiation Services

- (a) Before receiving Lean's payment initiation service, End User will have instructed the Developer Application through which End User has accessed the Lean Services to make an online payment using Lean. End User will be asked to review and confirm End User payment order details, including:
  - (i) the payment amount; and



(ii) the recipient details.

It is End User's responsibility to ensure that all of the payment order details are correct before End User confirms the payment order. End User may not be able to recover a payment to an incorrect account or recipient.

- (b) End User will provide explicit consent for Lean to send the payment order to Account Provider for execution, to receive information from Account Provider on the initiation and execution of the payment order and to pass this information on to the Developer Application through which End User accessed the Lean Services. This consent also authorises Lean to retain payment and/or account related information in accordance with the Right to Remember.
- (c) There may be limits on the number or value of payments End User can make using the Lean Services. Account Provider may also apply cut-off times to a payment initiated by Lean which will affect the time a payment takes to reach the recipient's bank after Lean has received End User instruction. Lean has no control over cut-off times, and End User is encouraged to refer to Account Provider's terms and conditions for related information.

# 4.3 Merchant Acquiring and Payment Aggregation Services

Lean provides Merchant Acquiring services, enabling merchants to accept card or digital payments, and Payment Aggregation services, consolidating payments from multiple sources for Clients. If End User accesses these services through a Developer Application, End User consents to Lean processing End User payment data for these purposes, with such data retained under the Right to Remember for future interactions.

# 4.4 Payment Account Issuance Services

Lean may issue virtual or physical payment accounts which are accessible via the Developer Application. End User's use of these accounts is governed by this Agreement and the Developer Terms. Lean may retain and use associated data stored pursuant to the Right to Remember.

#### 5 Consent

- 5.1 By using the Lean Services, End User hereby provides express and ongoing consent for Lean and its affiliates to:
  - (a) access, process, store, and transmit End User Account Information and payment-related data to provide the Lean Services, including sharing with Developer Application or other authorised third parties as directed by End User or Client;
  - (b) collect, process, store, and use End User information for any lawful purpose related to the provision, improvement, and development of Lean Services, both current and future, including services under any future licenses obtained by Lean from any applicable regulatory authorities; and
  - (c) exercise the Right to Remember.
- 5.2 **Right to Remember** means, the mechanism, authorisation, and/or recognition by which End User authorises and instructs Lean to maintain a persistent identity of End User and to reuse End User data across various Lean integrated platforms, to enable for End User, among other things, a seamless experience when accessing and/or using the Lean Services.
- 5.3 With your explicit consent, Lean creates your profile using your official identification document and verified phone number. This profile links your financial data, such as account details and transaction history, to enable a seamless and efficient experience when you use the Lean Services through different Clients. This allows for streamlined onboarding, authentication, and payments across multiple platforms.
- 5.4 End User acknowledges and agrees that to the best of its knowledge and understanding, no Client introducing it to the Lean Services has imposed any restrictions on Lean's and/or End User's ability to exercise and/or leverage the Right to Remember.
- 5.5 Upon withdrawal, Lean will cease processing your data, subject to any legal or regulatory requirements that may require us to retain certain information. Withdrawing consent may limit the continuity and efficiency of your experience with the Lean Services.

#### 6 Incorrect or Unauthorized Payments

- 6.1 If End User suspects that an incorrect or unauthorized payment has been made using Lean's payment initiation services, End User should contact Lean as soon as possible by emailing <a href="mailto:security@leantech.me">security@leantech.me</a>.
- 6.2 End User may be entitled to a refund of the incorrect or unauthorized payment from Account Provider provided that End User notifies them of the incorrect or unauthorized payment without delay after the date of the relevant payment. End User must contact the Account Provider in the manner set out in the applicable Account Provider terms and conditions.
- 6.3 End User should be aware that Account Provider may contact End User directly (and not through Lean or the Developer Application through which End User accessed the Lean Services) if there is an issue with a payment order submitted through Lean for whatever reason (for example, if there are insufficient funds or an issue with End User authorisation). End User may need to resolve such matters directly with the Account Provider.



# 7 Data and Security

- 7.1 Lean will use End User information in line with the Privacy Notice. If End User is not comfortable with how Lean handles End User information as explained in the Privacy Notice, End User should not use the Lean Services.
- 7.2 Lean will do all that Lean reasonably can to keep End User's Account Information and any access Lean has to End User Payment Account secure. End User must also do all that End User reasonably can to help Lean do this, including keeping End User payment devices and security details safe, and telling Lean if End User notices something that does not seem right.
- 7.3 End User is encouraged to contact Lean as soon as possible via security@leantech.me if an authorised person tries to access or use, or has accessed or used the Lean Services purportedly on End User's behalf. Lean will ask for information or other help Lean needs from End User to investigate, and Lean may also help law enforcement agencies and ask End User to do this too, as necessary.
- 7.4 Lean may refuse to allow a Developer Application or End User to access the Lean Services if Lean is concerned that they, or End User, are unauthorised or acting fraudulently. Lean will allow access again once the reason for refusing access no longer exists.

#### 8 Communication

- 8.1 Lean will contact End User and provide notices to End User, or a person the End User authorized Lean to contact (such as the Developer Application), using the most recent contact information which End User or the person have given us. Lean may also contact End User and provide notices through the Lean Services and/or the Website.
- 8.2 Lean may record and monitor telephone calls and other forms of written communication with End User so that Lean can improve Lean's services and for security reasons.
- 8.3 All communications with End User will be in English, unless End User is receiving the Lean Services in KSA where Lean may communicate with End User in Arabic.
- 8.4 This Agreement is provided in English and/or Arabic. In the event of any conflict between the English version and Arabic or any other translation, the English version will prevail in UAE and other jurisdictions, whereas the Arabic version will prevail in KSA.

# 9 <u>Data Subject Rig</u>hts

- 9.1 End User has the following rights regarding End User Personal Information under applicable data protection laws:
  - (a) End User can request information about the Personal Information Lean holds about End User, including its origin, purposes of processing, categories of data, recipients, and storage duration.
  - (b) End User can request that Lean corrects inaccurate or incomplete Personal Information.
  - (c) End User can request that Lean deletes End User Personal Information, including End User Lean User profile, in certain circumstances, subject to any legal or regulatory requirements that may require us to retain certain information.
  - (d) End User can request that Lean restrict the processing of End User Personal Information in certain circumstances.
  - (e) End User can object to the processing of End User Personal Information in certain circumstances.
  - (f) End User can request to receive End User Personal Information in a structured, commonly used, and machinereadable format or have it transferred to another data controller where technically feasible. This applies to data End User provided to Lean, including data in End User Lean User profile, if applicable.
  - (g) End User can withdraw End User consent, including for the Right to Remember, at any time by contacting Lean at <a href="mailto:privacy@leantech.me">privacy@leantech.me</a>. Withdrawing consent will not affect the lawfulness of prior processing, but it may limit End User's ability to use certain Lean Services.
- 9.2 For the purposes of this clause, **Personal Information** means any information that can be used to identify an individual, whether directly or indirectly, and may include, but is not limited to name, email address, postal address, mobile phone number, location information, an online identifier such as login information, or to one or more factors specific to End User's physical, physiological, biometric, economic, cultural or social information, banking credentials, or other identifiers used to provide the Lean Services.

#### 10 Compliance with Laws and Regulations

- 10.1 Lean will make every effort to perform its obligations to End User under this Agreement. However, Lean is also obliged to comply with the law, regulations, court orders, codes and other requirements and obligations that apply to us, and to take measures to prevent the Lean Services being used to facilitate financial crime.
- 10.2 Lean will not perform any part of this Agreement and may suspend or terminate the Lean Services where Lean reasonably considers that doing so may:
  - (a) involve Lean or End User breaking a law, regulation, court order, code or other duty, requirement or obligation that applies to End User or Lean or another Lean group company;



- (b) involve, or be part of, Lean or End User committing a criminal act of any kind;
- (c) expose Lean or another Lean group company to action by a government, regulator or law enforcement agency; or
- (d) expose Lean or another Lean group company to legal action from a third party.

Lean will not be liable to the End User for not performing that part of the Agreement in any of these circumstances.

### 11 Liability

- 11.1 Lean will not be liable for any harm, damage or losses End User may suffer if Lean does not perform its obligations under this Agreement due to:
  - (a) any legal or regulatory requirements;
  - (b) caused by circumstances outside or beyond Lean's control (often called force majeure events), which may include natural events due to extreme weather, terrorist activity, internet or central bank outages, or industrial action; or
  - (c) the circumstances referred to in clause 10.2 (Compliance with Laws and Regulations).
- 11.2 Lean is not liable to End User for any harm, damage or loss to End User arising from the acts or omissions of any third parties, in particular Account Provider(s) or the Developer Application through which End User accessed the Lean Services.
- 11.3 Lean's total liability to the End User under this Agreement, whether in contract, tort, or otherwise, is limited to a maximum of USD 100. Lean is not liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement. Nothing excludes or limits Lean's liability for:
  - (a) death or personal injury caused by Lean's negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) a deliberate material breach of this Agreement designed to harm End User; or
  - (d) anything which cannot be limited or excluded under applicable law.

# 12 Complaints

- 12.1 If End User has a complaint about the Lean Services, please email Lean at <a href="mailto:complaints@leantech.me">complaints@leantech.me</a> so that Lean can investigate the circumstances. Lean aims to deal quickly and fairly with any complaint End User has about the Lean Services in accordance with Lean's obligations under applicable law. Lean may, however, direct End User to:
  - (a) the Account Provider if End User's complaint relates to the services provided by the Account Provider or involves an incorrect or unauthorised payment; or
  - (b) the Developer Application through which End User accessed the Lean Services, if End User's complaint relates to the products and/or services provided by the Developer Application.
- 12.2 Upon receiving End User's complaint, Lean will promptly send End User a written acknowledgement. If Lean is able to resolve End User's complaint on the same day Lean receives End User's complaint, Lean will communicate this to End User in its acknowledgement. If End User complaint cannot be resolved the same day, Lean will acknowledge receipt of End User complaint in writing as soon as possible, and no later than within fourteen (14) days of its receipt. Lean will also provide End User with an overview of Lean's complaint procedures and anticipated timeframe for resolution.
- 12.3 Lean will do its best to respond to End User's complaint and resolve it as soon as possible, however if End User is not satisfied, End User may be able to refer End User's complaint to the applicable regulator in the country in which Lean provides the Lean Services to End User. In:
  - (a) UAE for services provided under the FSRA licence, End User may contact the FSRA in writing or End User can visit their website at: www.adgm.com/registration-authority/complaints/submit-a-complaint;
  - (b) UAE for services provided under the CBUAE license, End User may contact the CBUAE in writing or End User can visit their website at: <a href="https://www.centralbank.ae/en/consumer/">https://www.centralbank.ae/en/consumer/</a>; and
  - (c) KSA, End User may contact the Saudi Central Bank in writing or End User can visit their website at: www.sama.gov.sa/en-us/consumerprotection/pages/complaint.aspx.
- 12.4 A summary of Lean's complaints handling procedure is available on request and free of charge by using the contact details above.
- 12.5 Lean is not responsible for any complaints or disputes about products and/or services provided by the Developer Application through which End User accessed the Lean Services, Account Provider or other third parties. End User should settle these with the Developer Application, third party, or Account Provider directly.

# 13 Assigning this Agreement to a Third Party

13.1 Lean may transfer any and all of its rights and obligations under this Agreement to a third party or another Lean group company, provided Lean reasonably considers that legal entity capable of performing the obligations under this Agreement. This includes information, which the entity Lean is transferring the Agreement to, needs to know about End



User and how End User has used the Lean Services. They must also be authorised and recognised by Lean's regulator(s) as being able to provide the Lean Services that Lean is transferring.

# 14 <u>Termination</u>

- 14.1 End User may terminate this Agreement at any time by ending End User's use of the Lean Services and notifying Lean at <a href="mailto:support@leantech.me">support@leantech.me</a>.
- 14.2 Lean may terminate or suspend End User's access immediately if:
  - (a) End User breaches this Agreement;
  - (b) Lean suspects fraudulent or illegal activity; or
  - (c) as required by law or regulation.
- 14.3 Termination of this Agreement will be without penalty to End User but will be subject to completion of any outstanding payment instructions which Lean may cancel, at Lean's discretion, if Lean is able to do so.

# 15 Governing Law and Jurisdiction

- 15.1 Any dispute or lawsuit arising out of or in connection with this Agreement will be governed by the laws of, and be under the exclusive jurisdiction of the courts in the country indicated below:
  - (a) if End User receives the Lean Services in the UAE, this Agreement will be governed by the laws of the UAE, with the UAE courts having exclusive jurisdiction over any dispute; and
  - (b) if End User receives the Lean Services in KSA, this Agreement will be governed by the laws of KSA, with the KSA courts having exclusive jurisdiction over any dispute.