



Sandbox Terms and Conditions

V1 – 2.2024

Sandbox Terms and Conditions

1. INTRODUCTION

- (a) These terms and conditions ('Terms') comprise a legal agreement between Monoova Payments Pty Ltd ABN 38 126 015 227 ('us', 'our' or 'we') and you ('you') and govern your use of our sandbox environment available on this webpage: <https://developer.monoova.com/user/login> ('Platform'), which includes the use of our sandbox environment, applications, websites, software and other products we offers. In these Terms, you and we are individually referred to as a 'Party', and collectively as the 'Parties'.
- (b) You accept these Terms by the earlier of:
 - (i) acknowledging and agreeing to these terms via the Webapp, platforms or applications through which we provide to you including our website; or
 - (ii) using or continuing to use the Platform.
- (c) Before using the Platform, you must register with us and create a developer profile (Profile). Your Profile provides you with access to the Platform through the Webapp.
- (d) You should download a copy of these Terms and keep it for future reference, or you can ask us for a copy at any time. You can always see the most current version of these Terms on our website at <https://www.monoova.com/sandbox-terms-conditions>

2. ABOUT THE PLATFORM

- (a) We provide the Platform as a Beta Service (as defined under clause 6) for users like you to use and experiment with using our API platform and various payment services for receiving, managing and making payments (Services). These Services may include collection services, payout services, foreign exchange services, online payment acceptance services, card services, business administration services, reconciliation and management services, and technology services.
- (b) We may place interim or permanent restrictions on the use of all or any part of the Services depending on certain regulatory requirements, your country of residence, identity verification checks or business requirements. Such restrictions will be communicated to you, at the time the restriction is put in place or, if that is not practical due to urgent or unforeseen circumstances, promptly after the restriction is put in place.

3. CHANGES TO THE TERMS

- (a) We may change the Terms by giving you thirty (30) days' prior written notice via the Platform interface and publishing the amended Terms on our website at <https://www.monoova.com/sandbox-terms-conditions>. We will consider that you have accepted the proposed changes if you do not terminate the Terms by giving us written notice during the notice period or cancelling your Profile by emailing support@monoova.com.
- (b) We may also make some changes to the Terms immediately, without prior notice, if they:
 - (iii) are required by Relevant Law; or
 - (iv) relate to the addition of a new service or extra functionality of our Platform and do not materially affect terms relating to the existing Services.
- (c) You should stop using our Platform if you do not agree to these changes. If you keep using our Platform after we have notified you of or announced any such changes

(whether through our website or other means), we will treat you as having accepted the changes.

4. AUTHORISED USER

- (a) You may appoint an Authorised User to act on your behalf to conduct certain transactions or give instructions to us under the Terms. You must set up each Authorised User with a User Profile and promptly provide us with the following details of any of the proposed Authorised Users: name of the Authorised User, phone and email address of the Authorised User, and any other contact or identification information of the Authorised User that we may reasonably require.
- (b) You will ensure that the Authorised Users comply with the Terms and in respect of your obligations and liabilities under the Terms, references to 'you' and 'your' shall (where the context requires) be read as including its Authorised Users.
- (c) We will receive instructions or support requests from the Authorised User(s) through the Platform via the Webapp.
- (d) You agree that:
 - (i) the Authorised Users have the authority and capacity to provide instructions for the provision of the Platform on your behalf;
 - (ii) we will rely on the authority of the Authorised User, and you will be bound by the actions of the Authorised Users, until you provide us with written notice withdrawing or otherwise varying the authority of an Authorised User;
 - (iii) you are responsible for ensuring that the appropriate person(s) is (or are) accorded the necessary authority to act as the Authorised Users;
 - (iv) we may refuse access to the Authorised User(s) if we are concerned about unauthorised or fraudulent access; and
 - (v) you (including any Authorised Users) will promptly report to us any actual or suspected infringements or unauthorised access to the Platform, including the Webapp, or any Service.

5. WARRANTIES

5.1 Your warranties

You represent, warrant and undertake on an ongoing basis that:

- (a) if you are a natural person, you are at least eighteen (18) years of age;
- (b) if you are a company, you are a company duly incorporated under the laws of your place of formation;
- (c) you have full capacity, authority and all necessary licences, permits and consents to enter into and to exercise the rights, and perform its obligations under, the Terms;
- (d) your entry into and performance of the Terms do not:
 - (i) conflict with or result in the breach of or default under any provisions of your articles of incorporation or association, by-laws or any other constituent documents; and
 - (ii) conflict with or result in the breach of any Relevant Law or other restrictions or obligations that your business is subject to;

- (e) you will provide us with accurate, up-to-date and complete customer due diligence information and data at all times; and
- (f) you will use the Platform only for lawful purposes and in compliance with these Terms;
- (g) you will comply with all Relevant Laws in connection with the Terms and the performance of its obligations under the Terms; and
- (h) you will not use the Platform, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Platform.

5.2 Conduct

- (a) You are solely responsible for any use of the Platform, the Webapp and other features of the Platform, including the content of any data or transmissions it executes through the Platform, or by any Authorised User.
- (b) You will use all reasonable endeavours to ensure that no unauthorised person will or could access your Profile, Platform, any of the Services or other features of the Platform or the Webapp.
- (c) You will not interfere with, disrupt, or cause any damage to other users of the Platform, the Webapp or the Services.

5.3 Disclaimers

To the extent permitted by law, we make no warranties, guarantees or representations of any kind with respect to the Platform, the Webapp or the Services. All warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including any implied warranties of merchantability, satisfactory quality or fitness for a particular purpose or non-infringement of third party rights) given by us are excluded to the extent permitted by law. In particular, we:

- (a) does not make any commitments about the content or data within the Platform, the specific functions of the Services or its accuracy, reliability, availability or ability to meet your needs;
- (b) does not guarantee that the Platform will operate and Services provided will be uninterrupted or error-free, will always be available, contains and/or displays information that is current or up-to-date, and will be free from bugs or viruses, or never be faulty;
- (c) may occasionally have to interrupt your use of the Platform and/or Services for operational, security or other reasonable reasons. In such a case, we will provide you with reasonable prior written notice on the Platform or via email, and restore access as quickly as practicable; and
- (d) does not offer financial advice and you must not treat any information or comments by us as financial advice.

5.4 Australian Consumer Law

To the extent that you acquire goods or services from us as a consumer within the meaning of Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (the 'Australian Consumer Law'), you have certain rights and remedies (including consumer guarantee rights) that cannot be excluded, restricted or modified by agreement (including the Terms). Nothing in the Terms excludes, restricts or modifies any such rights you may have under the Australian Consumer Law. To the extent that the Australian Consumer Law permits us to limit our liability, then our liability is limited to:

- (a) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- (b) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

6. BETA SERVICES

- (a) You acknowledge and agree that the Platform including the Services are provided as 'beta', 'pilot', 'invite-only', 'limited release' or 'pre-release' features or services ('Beta Services').
- (b) You acknowledge and understand that:
 - (i) Beta Services are incomplete and still in development, may contain bugs or errors, may materially change prior to a full commercial launch (if any), and may never be released commercially;
 - (ii) we provide all Beta Services on an 'as-is' basis, and without warranty of any kind, and your use of, or reliance on any such features and services is done at your own risk;
 - (iii) we have no obligation whatsoever to provide any bug fixes, error corrections, patches, or service packs for, or any revisions, successors, or updated versions to, Beta Services (or any part of them) during your use of any Beta Services, however, if we provide or make available any update to Beta Services, you must fully implement the applicable update within the time period specified by us or within thirty (30) days after we make the update available to you (whichever is earlier);
 - (iv) we may make updates, changes, repairs, or conduct maintenance at any time, and with or without notice, which may result in changes in the availability or quality of Beta Services;
 - (v) we may suspend your access to Beta Services with or without notice, including if we reasonably believe that:
 - (A) suspension is required by Relevant Law;
 - (B) continuing to provide the Beta Services would make us in breach of any obligation that we owe to a third party or in breach of any Relevant Law; or
 - (C) we determine that continuing to provide the Beta Services would give rise to an unacceptable security or privacy risk;
 - (D) we need to protect our legitimate business interests; and
 - (vi) we may terminate your access to the Platform if we in our sole discretion stop offering the Platform completely.
- (c) In consideration for your Feedback (as that term is defined under clause 7.8), we provide the Platform to you free of charge.

7. INTELLECTUAL PROPERTY

7.1 Monoova Marks

All Monoova Marks owned or used by us in the course of our business are our property. We reserve all Intellectual Property Rights in relation to the use of the Monoova Marks. You must not use the Monoova Marks or any similar marks without our prior written consent.

7.2 Ownership.

We own all Intellectual Property Rights in and to the Platform, Services, the Webapp and its proprietary technology, including its software (in source and object forms), algorithms, user interface designs, architecture, and documentation (both printed and electronic), and network designs, and including any modifications, improvements, feedback, ideas or suggestions relating to the Platform, the Webapp and Services and derivative work thereof. The Terms do not transfer from us to you any ownership rights in the Platform, the Webapp or the Services.

7.3 Your Materials.

- (a) You grant a royalty-free, non-exclusive, irrevocable, transferable and sub-licensable licence to us and any applicable Affiliate or third party service provider of us, to use Your Materials, for the purposes of operating the Platform, providing the Services, and fulfilling our rights and discharging our obligations under the Terms.
- (b) You are solely responsible for the quality, accuracy, and completeness of Your Materials and shall indemnify us, our Affiliates and our service providers on demand against any and all Losses arising out of or in connection with their use of Your Materials in accordance with the licence granted pursuant to this clause 7.3 and any claim that Your Materials infringes the Intellectual Property Rights of any third party.

7.4 Monoova licence

We grant you a personal, limited, revocable, non-transferable, non-exclusive, non-assignable, non-sub-licensable, royalty-free licence to access and use the Platform through any supported web browser for the receipt of Services provided to you under the Terms provided that you comply with the Terms.

7.5 Licence restrictions

The provisions of this clause 7.5 shall apply to any licences granted to you by us. You shall not, except to the extent allowed by Relevant Law or granted under a licence from us to you under clause 7.3 or otherwise in the Terms, attempt to:

- (a) use, distribute, reproduce, modify, copy, adapt, translate, create derivative works from, transfer, loan, rent, sublicense, sell, or otherwise commercially exploit, frame or otherwise re-publish or redistribute, publicly perform or publicly display any part of the Services including the Platform, Services, or included software;
- (b) allow any unauthorised person to access or use the Platform or use the Services, or use the Platform for illegal, fraudulent or dishonest purposes; or
- (c) reverse compile, disassemble, reverse engineer, attempt to extract the source code, or otherwise reduce to human-perceivable form all or any part of the Services or Platform.

7.6 IP infringement

You will not use the Services, including the Platform, in any way that infringes or violates our or any third party's Intellectual Property Rights, or otherwise in breach of Relevant Law. The Platform may display content that we do not own or is otherwise not responsible for. You shall not use content from any of the Services, including the Platform, unless you obtain written consent from us or the owner of the content, or as permitted by Relevant Law.

7.7 Promotion

You agree that we may include your name, trading name, logo, trade marks and general business information in our promotional and marketing materials for the Services and on its websites with your prior consent. You may at any time and upon reasonable notice in writing to us request that we cease to use your name, logo, trade marks and general

business information for these purposes.

7.8 Feedback.

If you provide us with any comments, questions, ideas, suggestions or other feedback relating to the Platform or any of the Services ('Feedback'), you agree that we may freely use, copy, disclose, license, distribute and exploit such Feedback in any manner without any obligation, royalty or restriction based on Intellectual Property Rights or otherwise. Feedback will not be considered as constituting the your Confidential Information or Your Materials.

8. LIABILITY

8.1 Limitations and Exclusions of Liability Exceptions

Nothing in the Terms limits or excludes:

- (a) in relation to each Party, its liability for any Liability for:
 - (i) death or personal injury caused by its negligence;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) gross negligence;
 - (iv) any other act or omission, liability for which may not be limited under Relevant Law; and
- (b) in relation to you, your liability for any Liability for:
 - (i) any sums due and payable to us under the Terms;
 - (ii) a breach by you of Relevant Laws; and
 - (iii) liability arising under any indemnity given by you.

8.2 Exclusions of Liability

- (a) Subject to clause 8.1, we and our Affiliates shall have no Liability in respect of:
 - (i) any indirect or consequential losses and losses that are not within our direct control or our Affiliates;
 - (ii) any loss outside of our direct control and/or any of our Affiliates that arises from the negligence, fraud or wilful misconduct or the insolvency of any third-party correspondent bank, liquidity provider, or other financial institution who is part of the payment network used to provide the Services; and
 - (iii) the non-execution, or defective execution, of transactions or instructions if any information you provide in your instructions is incorrect or if such non-execution or defective execution arises out of your failure or delay in providing us with the information we require in accordance with the Terms.
- (b) Subject to clause 8.1, our maximum aggregate Liability in any one (1) calendar year in relation to the Terms shall not exceed AUD \$100.
- (c) Damages alone may not be an adequate remedy for breach and accordingly either Party will be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach.

9. INDEMNITIES

10.1 Your Indemnity

You shall indemnify and keep us and our Affiliates indemnified on demand against any and all Losses incurred or suffered by us and our Affiliates in connection with or as a result of:

- (a) your breach of any term of the Terms;
- (b) your failure to comply with Relevant Law;
- (c) your use or misuse of the Platform;
- (d) a third party alleging that our use of Your Materials as permitted by the Terms infringes any Intellectual Property Rights; or
- (e) us acting on any of the your or any of your Authorised Users' instructions or which we reasonably believe to have been made by you or an Authorised User.

10. CONFIDENTIALITY, PRIVACY AND USE OF DATA

10.1 Confidential Information

You acknowledge that:

- (a) you may have access to Confidential Information belonging to us;
- (b) you must keep such information confidential in accordance with these Terms; and
- (c) you may only use such information solely for the specific purposes for which it was disclosed by us to you or as expressly permitted by us.

10.2 Confidentiality Undertakings

You agree that you:

- (a) will not disclose any of our Confidential Information to any third party except as required: (i) by law or any authority of competent jurisdiction; (ii) to your legal representatives, accountants and other advisors as reasonably necessary; or (iii) for the purposes of defending yourself in relation to actual or threatened proceedings, provided that in respect of (i) and (iii) above, you will give us reasonable notice in advance of such required disclosure, together with such details as we may request (where notice to us is permissible under Relevant Law); and
- (b) will take reasonable precautions to protect the confidentiality of such information, at least as stringent as those taken to protect your own Confidential Information.

10.3 Disclosures to employees and agents.

In addition, you may only disclose our Confidential Information only to your agents, representatives and employees who have a 'need to know' such information directly in relation these Terms, and are informed of the confidential nature of such Confidential Information and agree to act in accordance with this clause 10. You will remain liable for any disclosure of Confidential Information by your Authorised Users, agents, representatives and employees as if you had made such disclosure.

10.4 Privacy and Personal Data.

The protection of Personal Information is very important to us. In addition to these Terms, our Privacy Policy explains how and for what purposes we collect, use, retain, disclose, and safeguard the Personal Information you provide to us. You agree to review the terms of our Privacy Policy here <https://www.monoova.com/privacy>, which we update from time to time.

10.5 Compliance.

You will not knowingly perform its obligations under the Terms in a way that causes us to breach applicable Data Protection Legislation.

10.6 Data Security.

You will ensure that any Personal Information that is transferred to us is transferred by a method and means that is secure and compliant with Data Protection Legislation in addition to any other reasonable information security requirements specified by us.

10.7 Cooperation.

You will provide us with reasonable cooperation and assistance to comply with all obligations imposed on us by the Data Protection Legislation and any Relevant Law, including:

- (a) dealing with and responding to any communications from Data Subjects;
- (b) dealing with, mitigating and responding to any breach of personal information; and
- (c) with respect to security, impact assessments and consultations with supervisory authorities or Regulatory Bodies.

11. ANTI-BRIBERY, ANTI-CORRUPTION AND SANCTIONS

You will (and will ensure that any Authorised User will):

- (a) comply with all Relevant Law relating to Sanctions, bribery and corruption including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act, Crimes Act 1914 (Cth) and Criminal Code Act 1995 (Cth), Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992 of Singapore, Prevention of Corruption Act 1960 of Singapore, Terrorism (Suppression of Financing) Act 2002 of Singapore and any laws and rules based on the OECD treaty ('ABC Legislation'); and
- (b) not do or omit to do anything likely to cause us to be in breach of any such ABC Legislation.

12. FORCE MAJEURE

Neither Party will be responsible for any failure to fulfil any obligation for so long as, and to the extent to which the fulfilment of such obligation is impeded by a Force Majeure Event. The Party subject to the Force Majeure Event will:

- (a) promptly notify the other Party of any circumstances which may result in failure to perform its obligations; and
- (b) use reasonable efforts to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13. SUSPENSION AND TERMINATION

13.1 Our rights to terminate

We may without notice immediately suspend access to the Platform or terminate all or any part of the Terms or any of the Services if:

- (a) you are in breach of Relevant Law;
- (b) we suspect criminal activity in connection with your Profile, that the Platform or any of the Services are being used fraudulently;
- (c) you have breached the Terms;
- (d) you have given us false or inaccurate information, or we have been unable to verify any information you have provided;
- (e) you notify us of, or we suspect or identifies, any suspected or actual unauthorised transactions;
- (f) we suspend or stop all, or part of, the Platform or the Services, including for technical or security reasons;
- (g) we have reasonable concerns about your Profile, including your use of the Platform and/or Services;
- (h) one of our banking partners, or other service provider necessary to provide the Services, requires us to terminate these Terms or any other terms; or
- (i) you do not use your Profile for twelve (12) months and it becomes inactive; or
- (j) to protect our legitimate business interests

13.2 Notice.

- (a) Where we exercise a right of suspension, we will give you notice of suspension where possible and the reasons for such suspension, either before the suspension is put in place, or immediately after, unless it would cause a material and/or immediate risk to our business, reputation or brand, the Services and/or the Platform. We will use commercial reasonable endeavours to remove the suspension as soon as practicable after the reasons for the suspension have ceased to exist.
- (b) In the circumstances set out in clause 13.1, we may charge you for any costs, expenses and losses we incur (including those due to any action we may take to cover or reduce the exposure).

14. GENERAL

14.1 Notices

- (a) All notices, demands and other communications provided for or permitted under the Terms must be:
 - (i) if given to us, it must be addressed to support@monoova.com.au (or otherwise as notified by us to you from time to time); and
 - (ii) if given to you, it must be addressed to the postal address or email address which we have recorded for you in your Profile (as updated by you from time to time).
- (b) All notices, demands and other communications provided for or permitted under the Terms and delivered in accordance with clause 14.1 will be deemed delivered:
 - (i) if delivered by hand, on signature of a delivery receipt or, if not signed for, at the time the notice is left at the Party's postal address above; or
 - (ii) if sent by post, two (2) days after the day of posting; or
 - (iii) if sent by email, on the day of sending the notice, or if sent outside of usual business hours, at 9:00am the next working day after posting.

- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.2 Relationship

Nothing in these Terms will be construed as creating an agency, a partnership or joint venture between the Parties, constitute any Party being the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

14.3 Assignment and subcontracting

You will not assign the Terms, in whole or in part, without our prior written consent. We may assign the Terms, in whole or in part, or subcontract our obligations under it, without your consent.

14.4 Waiver

No failure or delay by a Party to exercise any right or remedy provided under the Terms or Relevant Law, or a single or partial exercise of such right or remedy, will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy.

14.5 Severability

If any provision of the Terms is determined to be invalid, unenforceable or illegal by any court of competent jurisdiction, it will be deemed to have been deleted without affecting the remaining provisions. If such provision would be valid, enforceable and legal if some part of it were modified or deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

14.6 Records

You agree that, except in the case of manifest error, our records of your use of the Services and of transactions carried out through the Platform is conclusive evidence of its contents.

14.7 Set-Off

We may at any time set off any payment liability you have to us against any payment liability that we have to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Terms. If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Our right to set off includes, but is not limited to, setting off the amount of any payment you have requested against any amount collected through any account you have with us.

14.8 Other languages

The Terms are made in the English language. They may be translated to other languages for convenience only, and in the event of any inconsistency, the English language version will prevail.

14.9 Governing law

The Terms will be governed by and constructed in accordance with the laws of New South Wales, Australia. Each Party irrevocably submits to the exclusive jurisdiction of Victorian courts over any dispute, controversy or claim (including non-contractual claims) arising under or in connection with the Terms.

15. DEFINITIONS AND INTERPRETATION

(a) In these Terms (unless the context requires otherwise):

- (i) the words "including", "include", "for example", "in particular" and words of similar effect shall not be deemed to limit the general effect of the words which precede them;
- (ii) reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated from time to time;
- (iii) reference to a Party shall be construed to include its successors and permitted assignees or transferees;
- (iv) words importing persons shall include natural persons, bodies corporate, unincorporated associations and partnerships (whether or not any of them have separate legal personality);
- (v) words importing the singular shall include the plural and vice versa;
- (vi) the headings, index and front sheet are all for reference only and shall be ignored when construing the Terms;
- (vii) references to a clause, schedule, attachment to a schedule, paragraph, annex or appendix are references to the clause, schedule, attachment, paragraph, annex or appendix of, or to, any Terms (and in each case, as varied, supplemented or novated from time to time);
- (viii) reference to any legislative provision shall be deemed to include any statutory instrument, by law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it and any subsequent re-enactment or amendment of the same; and
- (ix) if there is any inconsistency between the Terms and any Additional Terms, then the Additional Terms prevail to the extent of the inconsistency.

(b) Capitalised terms in the Terms, unless otherwise expressly defined herein, have the following definitions:

Affiliate means any member of a Party's Group (other than a Party) and any joint venture to which a Party is a party to;

Authorised User means any Personnel appointed by you for the purposes set out in clause 4;

Beta Services has the meaning given to it in clause 6;

Business Day means any day when banks are generally open for business in Sydney, Australia (other than a Saturday, Sunday or public holiday in Melbourne, Australia);

Confidential Information means all information in any form or medium that is secret or otherwise not publicly available (either in its entirety or in part, including the configuration or assembly of its components) including accounts, business plans, business methods, strategies and financial forecasts, tax records, correspondence, designs, drawings, manuals, specifications, customer sales or supplier information, technical or commercial expertise, software, formulae, processes, methods, knowledge, know-how, trade secrets and other information in any form or medium whether disclosed orally or in writing together with any copies, summaries, reproductions or extracts of such information clearly designated as being confidential or which can reasonably be considered confidential;

Your Data means information that describes you and your business (including proprietary

business information) and its operations, its products or services, and orders placed by its customers, including details of the transactions transmitted via our infrastructure and data contained or inputted into your Profile;

Your Materials means any systems, software, materials, data (including Your Data and Payment Data), content, logos, trade marks, trade names, documents and/or other equipment or materials provided by you to us and used by us in connection with the supply of the Services;

Data means all types of data including Personal Information and Payment Data;

Data Protection Legislation means the Data Protection Act 2018, GDPR, UK GDPR and any relevant law implemented as a result of GDPR, E Privacy Law, articles 7 and 8 of the Charter of Fundamental Rights of the European Union, article 8 of the European Convention on Human Rights, *Privacy Act 1988* (Cth), Dutch GDPR implementation act, Personal Data Protection Act 2012 of Singapore and any other legislation in any applicable jurisdiction concerning the protection and/or processing of personal data, the right to privacy, information security, and the obligation to provide data breach notifications, and including all subordinate legislation, regulations, guidance and codes of practice and "Data Subject", "controller", "processor", "personal data" and "processing" shall have the meaning given to them under the Data Protection Legislation;

Force Majeure Event means any event outside the reasonable control of the performing Party that materially affects its ability to perform its obligations under these General Terms, including an act of God, fire, earthquake, war, revolution, act of terrorism, strikes, lock-outs, labour troubles (but excluding strikes or other forms of industrial action by the employees, agents or subcontractors of that party); interruption or failure of a utility service including the internet, electric power, gas or water; riots, war, pandemic, or terrorist attack; nuclear, chemical or biological contamination; extreme abnormal weather conditions; the imposition of a sanction, embargo or breaking off of diplomatic relations; or any change in Relevant Law;

GDPR means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

Group means any entity in respect of which a Party or a Party's ultimate holding company: (i) owns (directly or indirectly) more than fifty (50) percent of the voting rights or issued share capital; or (ii) can ensure that the activities and business of that entity are conducted in accordance with its wishes;

Insolvency Event means:

- (a) any procedure commenced with a view to the winding-up or re-organisation of such Party (other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or the solvent reconstruction of such Party);
- (b) any step taken or any procedure is commenced with a view to the appointment of an administrator, receiver, liquidator, provisional liquidator, judicial manager or receiver and manager, administrative receiver or trustee in bankruptcy or similar official in relation to such Party or all or substantially all of its assets;
- (c) the holder of any security over all or substantially all of the assets of such Party takes any step to enforce that security;
- (d) all or substantially all of the assets of such Party is subject to attachment, sequestration, execution or any similar process;
- (e) such Party is unable to pay its debts as they fall due;
- (f) such Party enters into, or any step is taken, whether by the board of directors of such

Party or otherwise, towards entering into a composition or arrangement with its creditors or any class of them, including a company voluntary arrangement or a deed of arrangement; or

- (g) such Party enters into, or any step is taken, whether by the board of directors of such Party or otherwise, towards any analogous procedure under the laws of any jurisdiction to the procedures set out in (a) to (f) above, and in each case other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, database rights, rights in computer software, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of (and rights to apply for, renew or extend), such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world, together in each case with the right to claim and retain damages for past, current and future infringements of such rights;

Liability means any liability that arises, howsoever caused, whether as a result of a breach of contract, tort, negligence, breach of statutory duty or otherwise;

Losses means losses, damages, liabilities (including any liability to taxation), claims, costs and expenses, including fines, penalties, legal and other reasonable professional fees and expenses (in each case, whether direct, indirect, special, consequential or otherwise);

Monoova Marks means all trade marks, logos, trade names, domain names and any other logos or materials of us or our licensors;

Network Rules means the guidelines, bylaws, rules, agreements and regulations imposed by the financial services providers that operate payment networks supported by us from time to time (including the payment card scheme operating rules for Visa, MasterCard, or American Express);

" Payment Data payment account details, information communicated to or by financial services providers, financial information specifically regulated by Relevant Laws and Network Rules, and any other transactional information generated as part of the use of our Services;

Personal Information means information that identifies a specific living person (not a company, legal entity, or machine) that is collected, transmitted to or accessible through the Services and as otherwise defined in the *Privacy Act 1988* (Cth) or the equivalent meaning in applicable Data Protection Legislation;

Platform means the proprietary technology and associated products (including but not limited to those found on the Webapp, mobile applications and through an Monoova API) devised by us to provide customers with Services;

Privacy Policy means our privacy policy and our Affiliates as set out on <https://www.monoova.com/privacy>;

Profile means the electronic information profile that records your personal or business details (as applicable) and that is used to log in to and use the Platform;

Regulatory Body means any governmental or semi-governmental or local government authority, administrative, regulatory or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality;

Relevant Law means in any jurisdiction in which the Services are to be performed any and all

applicable laws, regulations and industry standards or guidance and any applicable and binding judgment of a relevant court of law, including in relation to money service business, payment services, anti-money laundering, consumer and data protection;

Sanctions means any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by:

- (a) the United States;
- (b) the United Nations;
- (c) the European Union;
- (d) the United Kingdom;
- (e) Australia;
- (f) Singapore;
- (g) any other jurisdiction in which we or Monoova Group operates; or
- (h) the respective governmental institutions and agencies of any of the foregoing, including without limitation, the Office of Foreign Assets Control of the US Department of Treasury ('OFAC'), the United States Department of State, Her Majesty's Treasury, and the Australian Sanctions Office (together 'Sanctions Authorities');

Sanctions List means the Specially Designated Nationals and Blocked Persons list issued by OFAC, the Consolidated List of Financial Sanctions Targets issued by Her Majesty's Treasury, the Consolidated List issued by the Australian Sanctions Office, or any similar list issued or maintained or made public by any of the Sanctions Authorities;

Services has the meaning given to it in clause 2;

Service Fees means the fees applicable to the use of any of the Services;

Terms has the meaning given to it in clause 1;

UK GDPR means GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time);

User Profile means, with respect to each Authorised User, the electronic profile that records the Authorised User's details and that is used by them to log into and use the Platform on your behalf; and

Webapp means the user interface that you and your Authorised Users may use to access the Platform and the Services.