

These Terms of Service are for information purposes only. The Terms of Service do not constitute an offer capable of acceptance. Any provision of Services shall be subject to a Master Services Agreement entered into between Mambu and Customer.

## 1. Welcome

As part of the Service, Mambu will provide the Customer with use of the Service, including a browser interface and data transmission, access and storage. Customer's registration for, or use of, the Service constitutes an agreement of Customer vis a vis Mambu to abide by these Terms of Service ("Agreement") including any materials and terms available on the Mambu website incorporated by reference herein, including but not limited to Mambu's privacy and security policies. The Service is offered for the following software applications:

Mambu

MyMambu

## 2. Definitions

**Application** means one of the Mambu software applications listed above.

**Mambu** means Mambu Tech B.V.

**Fees** means the charges by Mambu for subscription to or use of the Service.

**Order Form** means the Mambu order form or forms and any ancillary Mambu terms completed and processed by and with Customer to sign up for the relevant Service.

**Service** means the provision of the specific Mambu software Application identified during the ordering process, developed or licensed, operated, and maintained by Mambu, accessible via [www.Mambu.com](http://www.Mambu.com) or another designated Mambu web site or IP address, or ancillary online or offline products and services provided to Customer by Mambu, to which Customer is being granted access under this Agreement.

**Customer** means the individual or entity that has subscribed for the Service under the terms of service of this Agreement.

**Term** means the Initial Term or any Renewal Term, as defined in Section 7 below.

**USD** means United States Dollars.

**User** means Customer's employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by or for Mambu at Customer's request).

**Mambu Champion** means Customer who signs up as the administrator of Mambu and who shall be the primary contact on behalf of Customer.

**Client** means the Client(s) who are serviced by Customers, which include but not limited to, borrowers and savers.

### 3. Terms of Service for Mambu Applications

#### 3.1 Terms of Service

Customer acknowledges and agrees to the Terms of Service herein. In addition, Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance the Service, and/or any new Service(s) subsequently purchased by the Customer will be subject to this Agreement. Customer agrees that Customer is responsible for own conduct and content while using the Service and for any consequences thereof. Customer agrees to use the Service only for purposes that are legal, proper and in accordance with these Terms of Service.

#### 3.2 Customer Must Have Internet Access

In order to use the Service, Customer must have or must obtain access to the World Wide Web, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection to the World Wide Web. We are not an internet access provider.

#### 3.3 Accuracy of Customer's Registration Information

Customer agrees to provide accurate, current and complete information ("Registration Data") about Customer as prompted by the registration form, which Customer will fill out online in order to gain access to the Service. Customer further agrees to use commercially reasonable efforts to maintain and promptly update the Registration Data to keep it accurate, current and complete. Customer acknowledges and agrees that if Customer provides information that is intentionally inaccurate, not current or incomplete in a material way, or Mambu has reasonable grounds to believe that such information is untrue, inaccurate, not current or incomplete in a material way, Mambu has the right to suspend or terminate Customer's account.

#### 3.4 Email and Notices

Customer agrees to provide Mambu with Customer's email address, to promptly provide Mambu with any changes to Customer's email address, and to accept emails (or other electronic communications) from Mambu at the email address Customer specifies. Except as otherwise provided in this Agreement, Customer further agrees that Mambu may provide any and all notices, statements, and other communications to Customer through either email or posting on the Service, unless a stricter form is required by law and law prohibits that the parties can by agreement among themselves deviate from this stricter form in general terms and conditions / terms of service.

#### 3.5 Passwords, Access and Notification

a) Customer is responsible for maintaining the confidentiality of any account name and password provided to Customer. Customer is solely responsible for uses of any username for the Application provided to Customer. Customer agrees to immediately notify Mambu of any unauthorized use of the Application.

b) Customer must provide and assign unique passwords and User names to each authorized User. Customer acknowledges and agrees that Customer is prohibited from sharing passwords and/or User names with unauthorized users. Customer will be responsible for the confidentiality and use of Customer's (including its employees') passwords and User names.

### 3.6 Third-Party Software

Customer agrees to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by Mambu. Until notified otherwise by Mambu, Customer agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Mambu and to follow logon procedures for services that support such protocols. Customer acknowledges that Mambu is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks not owned or operated by Mambu or telecommunications facilities, including, but not limited to, the Internet.

### 3.7 Transmission of Data

It is Mambu's policy to employ security measures designed for the protection of information and data. However, we advise our customers that with some technical effort unencrypted data submitted to the internet may be read by third parties which we cannot influence. We are not obligated to use technical or legal means to protect these data. Customer understands that the technical processing and transmission of Customer's electronic communications is fundamentally necessary to Customer's use of the Service. Customer agrees that Mambu is not responsible for any electronic communications and/or Customer Data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Mambu.

### 3.8 Proprietary Rights

a) Customer acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that content or information presented to Customer through the Service or by advertisers may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

b) Each party retains all right, title and interest in its data, information and intellectual property rights, and nothing in this Agreement is intended to transfer or diminish such rights. The parties further acknowledge and agree that as between the parties, Mambu owns all right, title, and interest in the Service, Applications and the Mambu Technology and underlying software and proprietary and intellectual property rights therein. The use by Licensee of any of these rights is authorized only for the purposes set forth herein and upon expiration or termination of this Agreement for any reason such authorization will cease.

c) Customer grants Mambu an irrevocable right to process any data Customer stored in the service for statistical purposes and data analysis. Mambu may publish anonymized statistical data gained from processing Customer's data in reports at Mambu's discretion without previous notice.

### 3.9 Confidentiality

Except as expressly and unambiguously permitted hereunder, each party shall hold in confidence and not use or disclose any materials or information disclosed by the other party that are marked as confidential or proprietary, or if disclosed verbally, reduced to writing and marked confidential within thirty (30) days after the date of disclosure ("Confidential Information"). Confidential Information will also include the Applications, Software, Documentation and any new product or service information. Each party shall treat the other party's Confidential Information with at least the same degree of care it uses to prevent unauthorized disclosure or use of its own Confidential Information, but in no event less than reasonable care. Confidential Information will not include any materials or information that the recipient can prove is now, or later becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (ii) is known by the receiving party at the time of disclosure as evidenced by its records; (iii) is furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving party without any breach of this Agreement; (v) is the subject of a written permission to disclose provided by the disclosing party; however, that the receiving party shall first have given notice to the disclosing party and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for which the order was issued; or (vii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary. Access to the Confidential Information is limited to employees and agents of the receiving party who have a legitimate "need to know" the information for their performance of this Agreement, who have been advised of the confidential nature thereof and who have agreed in writing, as a condition of employment, engagement or otherwise, to protect the Confidential Information with terms no less than are imposed by this Agreement. Notwithstanding the above, Mambu may use aggregate information to measure general Service usage patterns and characteristics of its user base, and may include such aggregate information about its audience in promotional materials or reports to third parties. This aggregate information will not reference names, phone numbers, email addresses, or other personally identifiable information, and it is not traceable to a specific recipient or user email address.

### 4. Restrictions and Responsibilities

a) This is a contract for Services and the Application software will be installed, accessed and maintained only by or for Mambu and no license is granted thereto. Customer agrees that it will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any Application, software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Mambu's standard policies then in effect and agreed to by Customer (the "Policy") and all applicable laws (including but not limited to laws related to spamming, privacy, intellectual property, consumer and child protection, obscenity or defamation). Although Mambu has no obligation to monitor the content provided by Customer or Customer's use of the Services, Mambu may do so and may

remove any such content or prohibit any use of the Services it believes may be (or are alleged to be) in violation of the foregoing.

b) Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, web services, long distance and local telephone service (collectively, "Equipment"). Customer shall be responsible for ensuring that such Equipment and services are compatible with the Services (and, to the extent applicable, the Software) and complies with all configurations and specifications set forth in Mambu's published policies then in effect. Customer shall also be responsible for maintaining the security of the Equipment, Customer account, ancillary services, passwords (including but not limited to Mambu Champion and User passwords) and files, and for all uses of Customer account, Services or the Equipment with or without Customer's knowledge or consent.

## 5. Fees, Billing and Renewal

Unless otherwise indicated by Mambu for the relevant Service, Fees for the subscription or use of a Service are payable and remitted to Mambu, as further described immediately below. Mambu charges and collects Fees in advance for use of the Service. During any Term, Mambu will automatically renew and bill Customer's credit card or issue an invoice (a) every month for monthly service, (b) each year on the subsequent anniversary for annual service, or (c) as otherwise mutually agreed upon.

Payments made by the Customer under this Agreement exclude any taxes or duties payable in respect of the goods or services supplied in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Mambu, the Customer must pay to Mambu the amount of such taxes or duties in addition to the Service Fees under this Agreement. Notwithstanding the foregoing, the Customer may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In such event, Customer shall have the right to provide to Mambu with any such exemption information and Mambu will use reasonable efforts to provide such invoicing documents as may enable the Customer to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

## 6. Non-Payment and Suspension

All payments for Fees shall be due according to the terms in Section 5 (Fees, Billing and Renewal) and as provided on the relevant Service, and shall be deemed delinquent if not received by the due date. In addition to any other rights granted to Mambu herein, Mambu reserves the right to suspend or terminate this Agreement and Customer's access to the Service if Customer's account becomes delinquent. If Customer or Mambu initiates termination of this Agreement, Customer will be obligated to pay the balance due on account computed in accordance with this Section and the Fees, Billing and Renewal Section above. Customer agrees that Mambu may charge such unpaid Fees and charges to Customer's credit card or otherwise bill Customer for such unpaid Fees and charges. Customer agrees and acknowledges that Mambu has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Customer's account becomes delinquent for over a period of 12 months. Mambu further reserves the right to suspend or terminate this Agreement and Customer's access to the Service if Customer's account has been inactive for 90 or more days.

## 7. Term, Termination and Removal

a) This Agreement commences on the Effective Date. Unless earlier terminated under Sections 6 or 7, this Agreement will automatically renew at the end of the initial Term specified in the Order form (the "Initial Term") and any Renewal Term for successive renewal terms equal in duration to the Initial Term, or one year, if the Initial Term is equal to or greater than one year (each a "Renewal Term") at Mambu's then current rates, unless a different rate is specified in the Order Form. Either party may terminate this Agreement effective only upon the expiration of the then current Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following Term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of Customer's breach), Mambu will make available to Customer a file of the Customer Data within 30 days of termination if Customer so requests at the time of termination. Customer agrees and acknowledges that Mambu has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

b) Any breach or delinquency of Customer's payment obligations or unauthorized use of the Mambu Technology or Service will be deemed a material breach of this Agreement. Mambu, in its sole discretion, may terminate Customer's password, account or use of the Service and this Agreement if Customer breaches or otherwise fails to comply with this Agreement, if Mambu has advised Customer of such fact, has set a reasonable time to rectify the failure to pay or the other breach and the period has expired without such rectification or payment. In addition, Mambu may terminate a free account at any time in its sole discretion. Customer agrees and acknowledges that Mambu has no obligation to retain the Customer Data, and may delete such Customer Data, if Customer has materially breached this Agreement, including, but not limited to, failure to pay outstanding Fees, and such breach has not been cured within 30 days of payment delinquency or notice of such breach.

c) Sections 2 (Definitions), 3 (Terms of Service for Mambu Applications), 4 (Restrictions and Responsibilities), 5 (Fees, Billing and Renewal) (surviving until all Fees and charges are paid and Customer responsibilities fulfilled), 6 (Non-Payment and Suspension) (surviving until all Fees and charges are paid), 7 (Term, Termination and Removal), 8 (Assignment, Successors and Assigns), 11.b. (Indemnification), 12 (Disclaimer of Warranties), 13 (Exclusion of Damages and Limitation of Liability), and 14 ("General Provisions"), shall survive expiration or termination of this Agreement.

## 8. Assignment, Successors and Assigns

Customer shall not transfer or assign this Agreement or any rights or obligations hereunder without the prior written consent of Mambu, and any attempted assignment or transfer in violation of the foregoing will be void.

## 9. Publicity Rights

Customer grants Mambu the right to include the Customer as a customer in Mambu's promotional material. Customer can opt to have their name excluded from such use by Mambu except as agreed to in writing on

a case-by-case basis by providing a sufficiently detailed email request regarding the same to hello@Mambu.com; the subject line in such email should be entitled "Non-use of Customer Name."

## 10. Representations and Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Mambu represents and warrants that it will use commercially reasonable efforts to provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and substantially in accordance with the online Mambu help documentation under normal use and circumstances. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that billing information is correct.

## 11. Indemnification

a) By Mambu. Mambu shall indemnify and hold Customer harmless from all settlements agreed to by Mambu and all costs and direct damages finally awarded to a third party to the extent they arise out of the fact that the Service as delivered to Customer infringes a third party's patent or copyright. Customer shall give Mambu all reasonably available information and assistance, at Mambu's expense. Mambu may, at its option, obtain the right to continued use of the Service, substitute other equivalent service, or modify the Service so it is no longer infringing, or, if none of the foregoing remedies are commercially feasible in Mambu's sole discretion, terminate Customer's right to the allegedly infringing Service and refund to Customer a pro rata portion of the amount which Customer has paid for such Service. The foregoing indemnity will not apply to any infringement claim arising from (a) modification of the Service by parties other than Mambu, (b) combination of the Service with hardware and/or other software and/or ancillary services, if such claim would have been avoided by not so combining the Service, or (c) use of the Service other than in accordance with Mambu instructions and documentation.

b) By Customer. Customer shall, indemnify and hold Mambu harmless from all third party claims and settlements agreed to by Customer and all costs and direct damages awarded to a third party to the extent they arise out of Customer's infringement of any third party rights, or breach of any provision of this Agreement, or making representations or warranties regarding the Service to other third parties.

c) Customer hereby agrees to indemnify and hold harmless Mambu against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of this Agreement or otherwise from Customer's use of the Services.

d) Nothing in section 11 shall limit either party's obligations and liability in cases of loss of life, bodily injury, damage to a person's health or in cases of intentional infliction of harm, deceit, fraud or gross negligence of the other party or of others which the other party employs or uses to perform its obligations. The same shall be true for cases of negligence of such others employed or used by the party in the performance of its services.

## 12. Disclaimer of Warranties



MAMBU MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT THEREIN OR GENERATED THEREWITH. MAMBU AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 10, THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS.

Nothing in this section 12 shall limit either party's obligations and liability in cases of loss of life, bodily injury, damage to a person's health or in cases of intentional infliction of harm, deceit, fraud or gross negligence of the other party or of others which the other party employs or uses to perform its obligations under this Agreement. The same shall be true for cases of negligence of such others employed or used by the party in the performance of its services.

### **13. Exclusion of Damages and Limitation of Liability**

MAMBU WILL NOT BE LIABLE FOR LOST PROFITS OR FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF MAMBU IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, unless such damages are typical for this type of service provider – customer relationship and could have been foreseen by the parties.

If Customer purchases the services for commercial use and is a merchant as defined by German law, the following addition limitation of liability applies: Mambu shall only be liable for damages that are typical for this type of service provider – customer relationship and could have been foreseen by the parties.

Nothing in this section 13 shall limit either party's obligations and liability in cases of loss of life, bodily injury, damage to a person's health or in cases of intentional infliction of harm, deceit, fraud or gross negligence of the other party or of others which the other party employs or uses to perform its obligations under this Agreement. The same shall be true for cases of negligence of such others employed or used by the party in the performance of its services.

### **14. General Provisions**

This Agreement is governed by the laws of Germany and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Germany, in case they (i) purchase the services for commercial use and are merchants as defined by German law or (ii) have no German general residence or other place of general jurisdiction in Germany at the time of entering into this Agreement or move their general residence or other place of general jurisdiction to a location outside of Germany after entering into this Agreement. This Agreement, including all Order Forms provided by and entered with Mambu in



connection herewith, constitutes the entire agreement between the parties with regard to its subject matter, supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between the parties, whether oral or written, shall apply in lieu of the terms of service in any Customer purchase order or other order documentation (all such terms of service shall be null and void), and there are no other agreements, representations, warranties, or commitments which may be relied upon by either party. No amendment or waiver of this Agreement shall be effective unless signed by authorized representatives of the parties hereto. The same applies to this written form clause itself. However: We reserve the right to modify these general terms and conditions without giving reasons for it. The modified terms will then be sent to the Customer via e-mail four weeks before their effective date. Unless the Customer rejects the modifications prior to the due date they shall become effective with the expiration of time, provided we have pointed out, as we shall do, to the Customer the significance of his conduct and the significance of the 4-week-deadline in our e-mail.

Neither party shall be liable hereunder by reason of failure or delay in the performance of its obligations hereunder (except for the non-payment of money) on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, governmental action, labor, or any other cause which is beyond the reasonable control of the party. Nothing in this paragraph shall limit either party's obligations and liability in cases of loss of life, bodily injury, damage to a person's health or in cases of intentional infliction of harm, deceit, fraud or gross negligence of the other party or of others which the other party employs or uses to perform its obligations under this Agreement. The same shall be true for cases of negligence of such others employed or used by the party in the performance of its services. If a court of competent jurisdiction finds any provision hereof invalid or unenforceable, that provision will be deemed struck, and the remainder of this Agreement will remain in full force and effect. In the event of a conflict with the provisions of this Agreement, the provisions in any Order Form shall govern.