

Nium Portal Terms and Conditions

Last updated: December 18, 2023

This **Nium Portal Terms and Conditions** (this "**Agreement**") govern your use of the Nium Portal ("**Nium Portal**").

If you are accessing the Nium Portal on behalf of your organization or entity ("**Client**") that has signed up for services offered by Nium, you assert and agree that you are authorized and empowered to access the Nium Portal on behalf of Client and agree that your use is governed by, as applicable, the terms of the Direct Services Agreement, Platform Services Agreement, or any other services agreement between Client and Nium and its affiliates ("**Client Agreement**"). If there is a conflict between this Agreement and a Client Agreement, the Client Agreement will control in resolving that conflict.

Through the Nium Portal you will also have access to technical documentation, sample code, and other materials related to the Nium Application Programming Interfaces ("**APIs**"). This Agreement forms a binding agreement between you ("**you**" or "**your**" defined as the individual or business entity accessing the Nium Portal) and Nium Pte. Ltd. and its affiliates (collectively, "**our**," "**us**," or "**we**") (each a "**Party**" and collectively the "**Parties**").

This Agreement is revised periodically, and it may include changes from earlier versions. By continuing to use the Nium Portal, you agree to the most recent version of the Agreement.

1. **Nium Portal Access.** In order to use the Nium Portal:
 - a. **Access Credentials.** You will be required to create a user name and password to access the Nium Portal, and you may be assigned separate credentials/API Keys to access certain test environments/APIs (collectively "**Access Credentials**"). You must treat your Access Credentials as confidential and you may not sell, transfer, sublicense, or disclose your Access Credentials to any other person or entity. You are responsible for all uses of the Nium Portal by you or through your Access Credentials. Specifically, and without limiting the generality of the foregoing, you are responsible for all actions and failures to take required actions with respect to the Nium Portal by any person to whom you may provide access, whether such access or use is permitted by or in violation of this Agreement.
 - b. **Grant of License.** In accordance with this Agreement and any associated API documentation, we hereby grant to you a non-exclusive, non-sublicensable, and non-transferable, limited license to access the Nium Portal, including test environment, and hosted APIs, for the purposes of receiving Client services from Nium and/or developing and testing applications that use the hosted test APIs.

- c. Use Restrictions.** Except as permitted under this Agreement, you represent and warrant that you will not, and shall not permit any other person to:
- i.** Use the Nium Portal or APIs beyond the scope of the license granted under this Agreement.
 - ii.** Modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Nium Portal or any APIs.
 - iii.** Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Nium Portal or APIs on the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service.
 - iv.** Reverse engineer, disassemble, decompile, decode, or adapt the Nium Portal and hosted APIs, or otherwise attempt to derive or gain access to the source code of the Nium Portal and hosted APIs, in whole or in part.
 - v.** Distribute, bypass, or breach any security device or protection used for or contained on or in the Nium Portal or any APIs.
 - vi.** Remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the documentation, warranties, disclaimers, or intellectual property rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to the Nium Portal or APIs.
 - vii.** Use the Nium Portal or any API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
 - viii.** Use the Nium Portal or any APIs for the purposes of: (i) benchmarking or competitive analysis; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to our detriment or commercial disadvantage.
 - ix.** Use the Nium Portal or any APIs in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure could lead to personal injury or severe physical or

property damage.

- x. Upload real or confidential data to the test environment, or modify data within the test environment to reflect real persons or transactions.

d. Termination of Access to the Nium Portal. We reserve the right, in our sole discretion, to terminate your access to the Nium Portal at any time and for any reason. The terms and conditions of this Agreement shall survive the termination of your access to the Nium Portal.

2. Intellectual Property Rights.

a. Retention of Rights. We, our affiliates, and service providers reserve and shall retain our entire right, title, and interest in the content, features, and functionality made available on or through the Nium Portal including, but not limited to all information, APIs, documentation, text, displays, images, video and audio, and the design, selection and arrangement thereof, and all improvements, enhancements, modifications, and derivative works thereto.

b. No Challenges. You agree not to challenge, directly or indirectly, any of our rights or interests in the Nium Portal, APIs, or documentation, nor the validity or enforceability of our rights under applicable law. You agree not to directly or indirectly register, apply for registration, or attempt to acquire any legal protection for any of the content made available through the Nium Portal or any proprietary rights therein. You agree not to take any other action which may adversely affect our rights or interest in any content made available through the Nium Portal in any jurisdiction.

c. Feedback. All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us regarding the Nium Portal and/or hosted APIs shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

3. Monitoring and Enforcement.

- a. Monitoring.** You agree and acknowledge that we may monitor and/or audit your use of the Nium Portal and hosted APIs. You will not seek to block or otherwise interfere with our monitoring or audit, and we may use technical means to overcome any methods you may use to block or interfere with such monitoring or audit.
 - b. Corrective Action.** Without limiting any other provision of this Agreement, if we reasonably believe that your conduct in using the Nium Portal constitutes a violation of this Agreement, violation of any applicable laws, rules, regulations, or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or our reputation (collectively, a “**Threatening Condition**”), we may provide you with a notice to cease the Threatening Condition. If, in our reasonable and good faith determination, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or our systems, equipment, processes, or intellectual property, you agree that we may suspend all use of the Nium Portal without notice and without any liability to you.
- 4. Support and Maintenance.** You acknowledge that we have no responsibility for providing you with any support, updates, upgrades, or other enhancements for the Nium Portal/APIs, and that we are under no obligation to create any updates, upgrades, or enhancements to the Nium Portal/APIs. Notwithstanding the foregoing, we reserve the right to modify the Nium Portal/APIs, permitted API calls, databases, test environments, the permitted uses under this Agreement, any of the benefits and/or features provided through or in connection with this Agreement at any time with or without notice. You acknowledge that the foregoing modifications may require you to make changes to your products and services to continue to be compatible with, or interface with, the APIs or to access or use products and services available in or through the APIs.
- 5. Disclaimer of Warranties.** THE NIUM PORTAL, APIs, AND DOCUMENTATION ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE ON OUR OWN BEHALF AND ON BEHALF OF OUR AFFILIATES AND SERVICE PROVIDERS, EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE NIUM PORTAL, APIs, AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, WE PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE SERVICES PROVIDED WILL MEET THE YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR

WILL BE CORRECTED. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY US, OUR AFFILIATES, AGENTS, EMPLOYEES, AND SERVICE PROVIDERS, SHALL CREATE A WARRANTY, AND YOU ARE NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THIS AGREEMENT.

6. Limitation of Liability; Indemnification.

- a. IN NO EVENT WILL WE BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIM FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES TO EQUIPMENT, FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER CAUSED BY OR RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE NIUM PORTAL/API(S); (2) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO YOUR INFORMATION; (3) ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN INFORMATION OR CONTENT PROVIDED BY, CONTAINED WITHIN, OR OBTAINED THROUGH THE NIUM PORTAL/API(S), OR (4) ANY OTHER FAILURE, ACTION, OR OMISSION.

- b. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY AND ALL THIRD-PARTY CLAIMS, ACTIONS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES) ARISING FROM (1) A THIRD-PARTY CLAIM, ACTION OR ALLEGATION OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY YOU TO OR THROUGH THE NIUM PORTAL; (2) YOUR VIOLATION OF ANY LAW OR RIGHTS OF A THIRD PARTY; OR (3) USE OF THE NIUM PORTAL BY ANY THIRD PARTY ON YOUR BEHALF. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES. YOU WILL NOT SETTLE ANY ACTION OR CLAIMS ON OUR BEHALF WITHOUT OUR PRIOR WRITTEN CONSENT.

- 7. Confidentiality.** We may disclose to you or make available information about its products and services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this section by you; (b) is or becomes available to you on a non-confidential basis from a third-party source, provided that such third-party

is not and was not prohibited from disclosing such Confidential Information; (c) was known by you or in your possession before being disclosed by or on behalf of us; or (d) was or is independently developed by you without reference to or use, in whole or in part, of any of our Confidential Information. You shall: (i) protect and safeguard the confidentiality of our Confidential Information with at least the same degree of care as you would protect your own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use our Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to personnel under your control who need to know the Confidential Information to assist you, or act on your behalf, to exercise your rights or perform its obligations under the Agreement. You shall be responsible for any breach caused by any of your personnel. On the expiration or termination of the Agreement, you shall promptly return to us all copies, whether in written, electronic or other form or media, of our Confidential Information, or destroy all such copies and certify in writing to us that such Confidential Information has been destroyed. In addition to all other remedies available at law, we may seek equitable relief (including injunctive relief) against you and your personnel to prevent the breach or threatened breach. Your obligations with regard to Confidential Information shall not apply to the extent the Confidential Information is required to be disclosed under applicable Law or a valid order issued by a court or governmental agency of competent jurisdiction, provided, however, that you shall, upon becoming aware of such law or order, promptly inform us in writing and provide a copy of such order; cooperate with us in limiting the disclosure of the Confidential Information; and only disclose that Confidential Information necessary to comply with such order.

- 8. Privacy.** Data collection and use, including data collection and use of personally identifiable information is governed by our Privacy Policy, which is incorporated into and is a part of this Agreement, and is set forth at:
<https://www.nium.com/legal/privacy-notice>.
- 9. Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Neither Party shall make any public statement regarding the use of the Services that suggests any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties.
- 10. Intended Use.** The Nium Portal is intended for people that are at least 18 years old or otherwise able to lawfully enter into contracts under applicable law. Nothing on the Nium Portal is intended for persons under the age of thirteen. Use of the Nium Portal is subject to all applicable federal, state, and local laws and regulations of the United States. You agree not to use the Nium Portal to conduct any business or activity or solicit the performance of any activity prohibited by law or any

contractual provision by which you are bound.

- 11. Export regulations.** You shall not yourself, or permit any other person to, export, re-export, or release, directly or indirectly, any software, documentation, technology, or other technical data, or any products that include or use any of the foregoing, the export, re-export, or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any law, including the US Export Administration Act and its associated regulations ("**Controlled Technology**") to any country, jurisdiction, or person to which the export, re-export, or release of Controlled Technology (a) is prohibited by applicable law; or (b) without first completing all required undertakings (including obtaining any necessary export license or other governmental approval).
- 12. Waiver.** We will not be deemed to have waived any of our rights or remedies with regard to this Agreement unless our waiver is in writing and signed by our authorized officer. No delay or omission on our part in exercising any rights or remedies will operate as a waiver. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.
- 13. Severability.** If any term or provision of this Agreement will be found to be invalid, illegal or unenforceable, such term or provision shall be deemed modified to the extent necessary to make the same valid and operative, or if it cannot be so modified, then eliminated, and the validity, legality, or enforceability of the remaining terms and provisions will not in any way be affected or impaired thereby.
- 14. Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Singapore. Each party irrevocably agrees that the courts located in Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Each party hereby waives trial by jury in any court action or proceeding to which they may be parties, arising out of, in connection with or in any way pertaining to, this Agreement.
- 15. Notices.** By signing up for the Nium Portal, you agree that such signing up constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from us ("**Notices**"), including those required by law. You also agree that your electronic consent will have the same legal effect as a physical signature. You agree that we may provide Notices through the Nium Portal, or by sending Notices to the email or physical address that you have provided to us. You agree that all notices to us shall be sent (i) by email to legalnotices@nium.com or (ii) by certified mail (return receipt requested) or overnight courier to the following address:

Nium

Attention: Legal — General Counsel
85 Second Street, Fl 2
San Francisco, CA 94105