

## END USER LICENSE AGREEMENT

Please read all of this agreement.

This End User License Agreement ("EULA") is an agreement between you and MOFIN and applies to your use of this App and related technology made available by MOFIN.

MOFIN provides peer to peer lending marketplace that helps connect Customers (or 'Borrowers') and Investors. MOFIN is not a bank or a financial organization. MOFIN does not charge interest rate or late payment fee. MOFIN only charge consultation fee, renewal fee (if occurred), closing fee (if occurred). MOFIN is not responsible for collecting debt from Customers. MOFIN only supports Investors to carry out necessary procedures to recover the loan and other costs (if occurred) from Customers.

Users may view the current version of the EULA within the App at any time via the Settings option.

Before using this App, Users should read this EULA carefully.

By clicking "I Accept" when first using the App, you agree to the terms of this EULA and to the App's Privacy Policy and Cookie Policy, and agree to bring them to the attention of any other Users.

1. MOFIN only, and no other party (including Apple, Inc. ("Apple"), Google Inc. ("Google"), any mobile telephone network provider or any intermediary making the App available for download (an "App Provider") is responsible for the App and its content, and none of Apple, Google, or any App Provider is under any responsibility or obligation to you in relation to the App and will not provide any maintenance and support services for the App.

2. Data charges (including roaming charges) from your mobile service provider may apply. You are responsible for these charges.

3. You must not use this App on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that are "jail-broken" or "rooted". The security software within this App may detect whether your device has been jail-broken or rooted, and if MOFIN continues to make this App available to you regardless of such detection then it shall not constitute a waiver of MOFIN's rights or remedies, nor of your obligations, under this or any other clause. For the purposes of this EULA, a jail-broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval.

4. No Guarantees

4.1. This App is provided "as is" with no representation, warranty, guarantee or agreement of any kind as to its functionality, quality or fitness for purpose. MOFIN cannot guarantee that access to the App will be uninterrupted or that there will be no delays or failures.

4.2. MOFIN cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device when using the App. You are responsible for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

4.3. MOFIN is not responsible for any third party software that may be used in connection with the App.

## 5. Links to Third Party Sites or Content

By providing hyperlinks within the App, MOFIN does not endorse and is not responsible for any linked websites. MOFIN recommends that Users view the linked website's terms, privacy and cookie policy pages to understand how use of that website may affect them. MOFIN is not responsible for the accuracy, timeliness or the continued availability or the existence of content, hyperlinks, or third party websites or pages linked to the App.

## 6. Intellectual Property rights

6.1. "MOFIN" is a trademark of 3B Group of Technopreneurs Inc. and all rights in and to the "MOFIN" trademark and all associated mark. Users may not use or reproduce the MOFIN trademark, logo or brand name.

6.2. Any claims from Users or a third party relating to the App or its possession or use, including alleged breaches of a third party's intellectual property rights, product liability claims and compliance with legal or regulatory requirements and consumer protection claims, should be directed to MOFIN.

6.3. Copyright in the pages, screens, information, and all material in their arrangement, included in the App is owned by or licensed to MOFIN unless otherwise noted.

6.4. Users must not:

(i) Copy or reproduce all or any part of the App,

- (ii) Alter, modify or adapt all or any part of the App,
- (iii) Remove or tamper with any copyright notice attached to or contained within the App (all ownership in the remains with MOFIN), or
- (iv) Carry out reverse engineering of the App.

## 7. Responsibilities

7.1. Users may not use the App for any purpose which is unlawful, abusive, libelous, obscene or threatening.

7.2. You agree to install any security updates and/or application patches for this App and your device as they become available.

7.3. Each User is responsible for all claims, damages and costs arising from:

- (i) That User's use of the App;
- (ii) MOFIN's reliance on information that User has provided; and
- (iii) Any breach by that User of this EULA, or of any intellectual property or other right of any person or entity.

## 8. Miscellaneous

8.1. Each User confirms that:

- (i) They are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
- (ii) They are not listed on any U.S. Government list of prohibited or restricted parties. Lists of these countries and parties may be found at [www.state.gov](http://www.state.gov) and [www.treasury.gov](http://www.treasury.gov).

8.2. MOFIN may occasionally allow Users extra time to comply with their obligations or decide not to exercise some of its rights. However, MOFIN can still insist on the strict application of this EULA later on.

8.3. All notices to MOFIN, questions or complaints must be addressed to and sent in writing to MOFIN.

8.4. Users may not transfer their rights or obligations under this EULA to anyone else.

8.5. If for any reason a court of competent jurisdiction finds any provision or portion of this EULA to be unenforceable, the remainder of this EULA will continue in full force and effect.

8.6. If any part of this EULA becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining EULA terms.

8.7. Nothing in this EULA will reduce Users' statutory rights.

## 9. Variation

9.1. MOFIN may change the terms of this EULA at any time (and, subject to clause 9.3, will provide you with notice by way of a notice within this app).

9.2. If MOFIN provides you with notice that it is going to make a change to this EULA, you can terminate this EULA before that change takes effect without charge by deleting the App in accordance with clause 10.4. If you continue to use this App after the relevant notice period ends, then MOFIN will assume that you have accepted the change and it will take effect automatically.

9.3. MOFIN may change the Privacy and Data Protection Statement, including the section relating to cookies and similar technologies, without providing advance notice. Any such changes will be brought to your attention when you next launch the App after such changes are made, and you will be asked to accept these changes.

## 10. Termination

10.1. MOFIN may end this EULA immediately if:

(i) A User has seriously or persistently breached any of the terms of this EULA, the Terms of Users, and/or any applicable Terms and Conditions including where MOFIN reasonably suspects that:

a. a User has committed fraud or may be acting fraudulently;

b. you were not entitled to download the App, or your eligibility to download and/or use the App changed;

c. a User has committed or is about to commit a crime in connection with the services and/or any other services provided by MOFIN; or

d. a User has not satisfied any anti-money laundering requirements; or

- e. a User may be using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
  - f. the Customer's account is, being used for an illegal purpose; or
  - g. a User's security details have not been kept safe; or
  - h. a User has committed or is about to commit a crime in connection with the Customer's account; or
- (ii) The App is withdrawn by MOFIN, the manufacturer of your mobile device operating system or Apple, Google, or any App Provider or other intermediary; or
  - (iii) MOFIN reasonably considers either that by continuing the contract it may be at risk of breaching any applicable law, regulation, code, court order or other duty, or that MOFIN may be exposed to action or censure from any government, regulator or law enforcement agency; or
  - (iv) There has been, or MOFIN suspects there has been, suspicious activity or fraud involving any of the Customer's accounts or any transactions on any of the Customer's accounts; or
  - (v) MOFIN stops supporting the App on your mobile device or the operating system it runs; or
  - (vi) The Customer breaches the terms of, or otherwise terminates, any account, product or service in respect of which the App may be used.

10.2. MOFIN will notify you if it terminates this EULA pursuant to clause 10.1. This can include notification by SMS, a message when you log onto the App, by post, by e-mail, by secure e-message, or in any other way that will be sent to you.

10.3. MOFIN may end this EULA for any other reason by giving you at least one month's notice. This may happen if, for example, MOFIN replaces the App.

10.4. You can end this EULA at any time by deleting the App from your mobile device(s).

10.5. Upon termination of this agreement for any reason;

- (i) you must remove the App from your mobile device and
- (ii) destroy all copies of the App including all components of it in your possession; and
- (iii) all rights you have in respect of the App will immediately end.

10.6. You must delete the App from your mobile device if you change your mobile device or dispose of it.

11. Jurisdiction

This EULA is governed by the same laws as the terms and conditions that apply to the Terms of Service.

## 12. Glossary

"App" means this MOFIN application which can be downloaded to any mobile device which runs an operating system supported by us, through which you can access our services.

"you", "your" and "yours" mean the person(s) installing the App on a device.

## **PRIVACY AND DATA PROTECTION STATEMENT**

We know that you are concerned with how your personal and financial information is dealt with. Both the terms and conditions for the services provided by MOFIN, and also the Terms of Service, may contain provisions detailing how MOFIN collect, process and share information about you and others (such as people you make payments to, or receive payments from). Any such provisions will also apply to information collected and processed when you use this App (and in this Privacy and Data Protection Statement, 'you' includes any other person who uses this App on your device). Without limiting those provisions, we commit to the following in order to preserve the confidentiality of all information about you (including your personal data) that you provide to us:

We will only collect information that we believe to be relevant and reasonably required to understand you and your financial needs, and as otherwise reasonably required in connection with the conduct of our business, compliance with legal and regulatory obligations and best practice, and risk management activities.

We will use the information to provide customers with better customer services and products, as permitted by law.

We may be required, from time to time, to disclose the information to Governmental or judicial bodies or law enforcement agencies or our regulators but we will only do so where permitted, or required, by law.

We will not otherwise disclose the information to any external organisation unless we have consent from you and/or the Customer, is permitted or required by law, or have previously informed you and/or the Customer.

We aim to keep the information accurate and up-to-date.

We maintain strict security systems designed to prevent loss, destruction, damage and/or unauthorised access to the information by anyone, including our staff.

Cookies

The App stores and accesses software (often referred to as 'cookies') on your device to aid security, maintain the connection to our systems, allow us to monitor how the App is being used, and store your preferences (such as remembering login details).

You should read this statement to find out more about how MOFIN and our trusted partners use cookies. By installing and using this App, you agree to MOFIN storing and accessing information on your device as set out below.

| COOKIE NAME         | PURPOSE  |
|---------------------|--|
| native-app          | Identify the version of App.   |
| device-type         | Identify your device type including the operating system version and the make/model.   |
| device-id           | Assigns a unique user ID to your device.   |
| mobile_support_type | Used to identify whether you are using an iPhone, iPad or Android phone.   |
| LB_COOKIE_1         | This ensures that traffic to our site is split equally between several different servers to prevent our service from slowing down. |