

AIS Terms – Nomou Saudi

These Terms of Service for Users (“**ToS**”) and the documents referred to in it, together with our Privacy Policy and the documents referred to in them (the “**Agreement**”), tells you the terms of Service on which you may make use of our Services (as defined below) where you have contracted with us directly to open an account as a guest or a registered user (“**End User**” or “**Users**”). By accessing and using the Services, each User represents its acceptance to be bound by these ToS.

1. ABOUT US

The Nomou app (“**the App**”) is available through the web, IOS and Android and is owned by Bayan Digital Information Technology Company.

2. DEFINITIONS

For the purposes of these ToS, in addition to the capitalized terms defined elsewhere in these ToS, the following terms shall have the meanings ascribed to them as follows:

2.1. “Account Contract” means the contract between End User and Bayan Digital Information Technology Company comprising these ToS, our Privacy Policy and the documents referred therein.

2.2. “AISP” means account information service provider, a licensed payment service provider that provides consolidated information on one or more Payment Accounts held by End User with either another payment service provider or with more than one payment service provider.

2.3. “Applicable Laws” means:

1. KSA Open Banking Framework (KSA OBF) together with all regulatory technical standards, codes of practice, guidelines and/or formal interpretations issued by a regulator with jurisdiction over the Services contemplated in these ToS, and all laws or regulations in force from time to time in PASP’s jurisdiction giving effect to PSD2; and
2. all laws, statutes, rules, regulations, decrees, orders or directives in force from time that are applicable to the Services contemplated in these ToS.

2.4. “App Store(s)” means the official online platforms, including the Google Play Store for Android devices and the Apple App Stores for IOS devices, where users can access the App.

2.5. “PASP” means payment account service provider, a payment service provider (such as bank, credit institution or electronic money institution) that provides and maintains a Payment Account for End User.

2.6. “Confirmation Code” means a unique identifier made of a combination of letters, numbers or symbols generated by PASP that End User must provide in order to confirm End User’s actions carried out through a remote channel, including without limitation linking of TPPs and confirmation of Payment Transactions.

2.7. “Consent” of End User means any freely given, specific, informed and unambiguous indication of End User’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the actions to be performed by a TPP.

2.8. “Metadata” means all ancillary information, metadata, usage data, service data, relationships, trends, metrics, logs and all other information derived from End User’s use of the Services and Bayan Digital Information Technology Company Platform.

2.9. “Payment Account” means an account held in the End User’s name by the PASP which is used for the execution of Payment Transactions.

2.10. “Payment Account Data” means data relating to End User’s Payment Account, particularly:

1. account information (including without limitation account number, type, currency, balance);
2. transactions information (including without limitation transaction amount, date, description, currency); and
3. account holder information (including without limitation name, address, email, phone number) – optional access to such information, in whole or in part, may be provided by the respective PASP in its sole discretion.

2.11. “Payment Order” means an instruction by the End User to its PASP requesting the execution of a Payment Transaction.

2.12. “Payment Order Data” means data relating to the Payment Order, including without limitation amount, currency, status, description, payee details.

2.13. “Payment Transaction” means an act initiated by End User or on End User’s behalf of placing, transferring or withdrawing funds from End User’s Payment Account.

2.14. “Personal Data” means any information relating to an identified or directly or indirectly identifiable natural person.

2.15. “Personalized Security Credentials” means personalized features provided by PASP to End User for the purposes of authentication, including without limitation username, password, access number, security questions and answers, token/SMS codes, multifactor information, device information.

2.16. “PISP” means payment initiation service provider, a regulated payment service provider that initiates Payment Orders at End User’s request with respect to End User’s Payment Account held with the PASP.

2.17. “Privacy Policy” means Bayan Digital Information Technology Company’s privacy policy applicable to End User as the same may be amended from time to time for the purposes of compliance with changes in the Applicable Laws or good industry practice.

2.18. “Bayan Digital Information Technology Company” means the company Bayan Digital for Information Technology, including its respective affiliates, related companies, unaffiliated partners and/or licensors.

2.19. “Services” has the meaning given to it in Section 3.

2.20. “TPP” means a third-party provider, such as AISP or PISP.

2.21. “Website” means the website ops.ksa@nomou.me.

3. SERVICES

During the term of the Account Contract, Bayan Digital Information Technology Company shall provide the Account Information Service (“AIS”) as defined in the Applicable Laws (“**Services**”) to End Users in accordance with and subject to the terms and conditions set forth in these ToS.

Our Account Information Services allow us to collect Payment Account Data relating to your Payment Account(s) from your PASP (the “Transaction Data”), such Payment Account Data is imported and analysed by us to provide End Users with a facility for analysing, sharing and commenting on the Payment Account Data and providing an aggregated view of your balances and transactions.

4. DISCLAIMER

All information, content and material displayed on the App and through our Services are provided for information only. It is not financial or professional advice. End Users are not expected to rely on information, content or materials on the App or through our Services as the sole basis for making a financial decision. Users shall use their own judgement and

seek professional advice if appropriate. Accordingly, Users agree that Bayan Digital Information Technology Company is not responsible or liable for:

1. any action (or inaction) resulting from use of reliance or information, content and materials displayed in the App or through our Services;
2. third party sites or services linked to or accessed from the App; or
3. any dealings with third parties not under its control.

We are responsible for retrieving and transmitting your Payment Account Data safely and securely but not for the content of your Payment Account Data itself, which is the responsibility of your payment service provider. If you have any questions in relation to this, you should speak to your payment service provider.

5. LICENSE TERMS

5.1. License Grant: The Services are protected by copyright, trade secret, and other intellectual property laws. Bayan Digital Information Technology Company hereby grants End User a personal, limited, non-exclusive, revocable, non-sublicensable, non-transferable right and license to use the App and Services during the term of the Account Contract in accordance with these ToS. Except for rights expressly granted to End User in these ToS, Bayan Digital Information Technology Company reserves all other rights, title and interest in and to the Services. No rights are granted by implication, estoppel or otherwise. End User acknowledges that only Bayan Digital Information Technology Company shall have the right to maintain, enhance or otherwise modify the Services.

5.2. Restrictions: End User shall use the Services solely as contemplated in these ToS. Without limiting any other provision of these ToS, End User agrees that End User shall not (and will not allow any third party to), either directly or indirectly:

1. circumvent any End User limits or other use restrictions that are built into the Services;
2. breach, override or otherwise circumvent any authentication or security measures;
3. remove or obliterate any proprietary notices, ownership labels, classified legends or marks from the Services;
4. indulge in any action with the Services that meddles with, disturbs, destroys, or accesses in an unlawful way the server networks, connections, records, or other

assets, tools or services of Bayan Digital Information Technology Company or any related third party;

5. use the Services or any part thereof for any unlawful or fraudulent purpose or otherwise in any way not permitted by these ToS;
6. reverse engineer, decompile, decode, decrypt, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source; modify, alter, copy, translate or create derivative works of any aspect of the Services;
7. transmit any worms, viruses, Trojan horses, or any other malware, disruptive or harmful software or data through End User's access to or use of the Services; or
8. disclose the Confirmation Codes to any unauthorized third party or otherwise in breach of these ToS.

9. END USER'S OBLIGATIONS

The right to use the Services granted to End User under these ToS is conditional upon End User's compliance with its obligations set forth herein:

1. access to End User's Payment Account granted via the Services shall be considered authorized as long as End User has given its Consent to such access; and
2. End User must secure the Personalized Security Credentials against any unauthorized access, use or disclosure. If End User suspects that the Personalized Security Credentials have been stolen, compromised or been made known to any unauthorized third party, End User must change them immediately and report the issue promptly to Bayan Digital Information Technology Company at support@spiretech.co and/or to the respective PASP.

3. BAYAN DIGITAL INFORMATION TECHNOLOGY COMPANY'S OBLIGATIONS

Bayan Digital Information Technology Company shall:

1. ensure that the Services are provided in compliance with the requirements laid down in the Applicable Laws;
2. put in place and maintain appropriate technological and organizational security measures and controls to protect End User's Personal Data from unlawful and unauthorized use and disclosure and to ensure safe handling of such data in conformity with the Applicable Laws;

3. ensure that its software, IT systems and networks used to provide the Services meet the required level of technical security and data protection as laid down in the Applicable Laws, and will:
 - take reasonable steps to prevent the introduction by its agents or personnel of any computer viruses (including worms, trojan horses or other contaminants, and any code which can be used to access, modify, delete or damage any data, files or other computer programs) into any Metadata made available through the management of this Service; and
 - take any and all action reasonably required and which is within its power to exclude any End User engaging in DOS or DDOS attacks or similar, during the use of this Service. Where such attacks are detected by Bayan Digital Information Technology Company, that End User will also provide relevant details to Open Banking with the understanding that Open Banking may use this detail to help other API Providers.

8. USE OF THE SERVICES WITH END USER'S MOBILE DEVICE

The Services may be available to End User through a compatible mobile device, in which case Internet access and additional software may be required. End User agrees that End User is solely responsible for these technical requirements, including but not limited to: (i) any applicable charges, updates and/or additional fees imposed by End User's telecommunications provider; and (ii) using the Services in compliance with the terms of End User's agreement with its telecommunications provider.

End User also acknowledges and agrees that Bayan Digital Information Technology Company makes no warranties or representations of any kind, express, statutory or implied, as to:

1. whether telecommunications services from End User's provider will be available and accessible at any time or from any location;
2. any loss, damage, or other security intrusion of the telecommunications services; and
3. failure of the telecommunication services to transmit any data, communications or settings connected with the Services.

4. ACKNOWLEDGEMENTS

End User acknowledges and agrees that:

1. Bayan Digital Information Technology Company reserves the right to restrict or temporarily suspend End User's access to the Services in the event of: (i) suspicious

activity, fraud or other illegal actions with respect to End User's use of the Services attributed to End User or third parties; (ii) a request from End User's PASP, allowing the PASP time to conduct an investigation in accordance with the Applicable Laws of (suspected) fraudulent End User's behavior or (suspected) fraudulent actions of TPPs; (iii) a security breach or suspected security breach of Bayan Digital Information Technology Company's systems, software or IT infrastructure that may affect the Services, in which case notice shall be given to End User in accordance with the Applicable Laws;

2. End User shall be solely responsible for all actions performed with the Services; all such actions are deemed to be performed and authorized by End User, except for fraud or other illegal actions attributed to third parties as proven by the results of an investigation;
3. End User may revoke authorization through the Services, however, such revocation shall not affect the lawfulness of Bayan Digital Information Technology Company's actions performed through the Services based on End User's Consent prior to the revocation of authorization;
4. Bayan Digital Information Technology Company may report any suspicious activity, fraud or other illegal actions with respect to End User's use of the Services attributed to End User or third parties, including without limitation TPPs, to the respective PASP, competent national authorities and/or regulatory bodies for further investigation; and
5. End User cannot revoke a Payment Transaction through the Services. The manner in which a Payment Transaction can be revoked, and the terms and conditions that apply, including any refund rights, shall be governed exclusively by the Account Contract and not these ToS.

6. PROTECTION OF PERSONAL DATA

Bayan Digital Information Technology Company shall process all Personal Data of End User accessed, acquired, collected, stored, or used in connection with the Services in accordance with the Privacy Policy and the Applicable Laws and strictly for the purpose of providing the Services under these ToS. For the purposes of this Section 10, the term **“to process”** shall have the same meaning as ascribed to it in the Privacy Policy. By using the Services, End User agrees that Bayan Digital Information Technology Company shall process and use End User's Personal Data only in the way and manner contemplated in the Privacy Policy.

11. TERMINATION

End User is free to stop using the Services at any time. Upon termination, End User's Personal Data processed in connection with the provision of Services under these ToS will be permanently deleted from Bayan Digital Information Technology Company's production servers and further End User's access to the Services will end. Notwithstanding the foregoing, Bayan Digital Information Technology Company shall retain Personal Data or portions thereof in its backup files and log files in accordance with the Privacy Policy. End User acknowledges and agrees that Bayan Digital Information Technology Company may terminate End User's access to and use of the Services in case of: (i) End User's breach of terms and license rights granted under these ToS; (ii) suspected fraudulent End User's behavior or gross negligence based on objective grounds; (iii) a request from End User's PASP, competent authority or regulatory body; or (iv) an emergency, security issues, or enforcement by competent authorities.

12. CHANGES TO THE SERVICES

Bayan Digital Information Technology Company reserves the right at any time to modify, update or upgrade the Services with notice to End User. Bayan Digital Information Technology Company will inform End User of any planned modifications, updates or upgrades by providing reasonable advance notice through the Website or Services. In case of any emergency or other unplanned modifications or updates to the Services, Bayan Digital Information Technology Company will notify End User by posting a note on the Website or through the Services as soon as feasible informing End User of the implemented changes or updates. End User acknowledges and agrees that End User's continued use of the Services after the date of changes to the Services indicates End User's agreement to the changes.

End User also acknowledges and agrees that Bayan Digital Information Technology Company may perform scheduled or emergency maintenance of the Services from time to time, by providing advance reasonable notice to End User through the Website or Services whenever feasible, which maintenance may result in interruptions or delays in the Services.

13. PROPRIETARY RIGHTS

For the purposes of these ToS, **"Intellectual Property Rights"** means any and all rights existing from time to time under trademark law, patent law, copyright law, trade secret law,

privacy rights law and any and all other proprietary rights, whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection under the laws of any jurisdiction in any part of the world. As between Bayan Digital Information Technology Company and End User, End User acknowledges and agrees that Bayan Digital Information Technology Company owns all consent right, title and interest in and to the Services, including without limitation all Intellectual Property Rights contained therein, the underlying technology used to provide the Services and excluding components licensed by Bayan Digital Information Technology Company from third parties. End User further acknowledges and agrees that Bayan Digital Information Technology Company retains ownership of all Metadata.

14. CONFIDENTIALITY

Any information or Metadata that could reasonably be expected to be regarded as confidential to you will be treated as confidential to you will be treated as confidential and secret and will only be used and disclosed in accordance with these terms of use, Privacy Policy, and/or to the extent required by applicable law. Bayan Digital Information Technology Company shall only disclose such information in the event that such information:

- (a) is or becomes public (other than through breach of these terms of use by Bayan Digital Information Technology Company;
- (b) was lawfully known by Bayan Digital Information Technology Company before receiving it from Users;
- (c) is received by Bayan Digital Information Technology Company from third party without knowledge of any obligation; or
- (d) is expressly authorized by Users.

15. ADDITIONAL TERMS REQUIRED BY APP STORES

The provisions of this clause are only applicable if the App is accessed through the App Stores. The use and distribution of the App via the relevant App Store is governed by the relevant Store's own rules, with which the Parties must comply. The Users agree and acknowledge:

- that the provider of a User's device or operating system ("**Device Manufacturer**") has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- that Bayan Digital Information Technology Company is responsible for any claims, pertaining to the said User or any third party relating to the App;
- that in the event of any third party claim that the App or its use infringes third party's Intellectual Property rights, the Device Manufacturer will not be responsible for the investigation, defense, settlement and discharge of any such claim.
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16. **FORCE MAJEURE**

Bayan Digital Information Technology Company shall not be responsible or liable for any delay or failure in the performance of its obligations under these ToS or incur any liability to End User for any losses or damages of any nature whatsoever to the extent that Bayan Digital Information Technology Company is prevented from performing those obligations, in whole or in part, by, or such losses or damages are caused by, Force Majeure. For the purposes of this Section 16, "**Force Majeure**" means any circumstances that are beyond Bayan Digital Information Technology Company's reasonable control, and which materially and adversely affect Bayan Digital Information Technology Company's ability to perform its obligations under these ToS, including without limitation acts of God, normative acts issued by state or government institutions, strikes, war or any kind of military operations, blockade, epidemics, acts or threats of terrorism, etc.

17. **ASSIGNMENT**

Bayan Digital Information Technology Company may assign, novate or transfer in any way, or charge the benefit of, any of its rights, liabilities or obligations under these ToS on a temporary or permanent basis to any third party on written notice to the End Users. Each End User may assign, novate or transfer in any way, or charge the benefit of, any of its rights, liabilities or obligations under the ToS on a temporary or permanent basis only to another member of the group of companies to which it belongs as part of a solvent restructuring of the End User or any part of the group of companies to which it belongs. Each End User may assign, novate or transfer in any way any of its rights and obligations under the ToS pursuant to any action as a result of Applicable Law including (without limitation) any resolution legislation applicable which has the aim of safely and effectively resolving a financial institution or its group in financial difficulties.

18. LIMITATION OF LIABILITY

To the fullest extent permitted by law, our Services are provided on an “as is” and “as available” basis, and we make no warranty, representation or guarantee whether express, implied or statutory, with respect to our Services. In no event shall Bayan Digital Information Technology Company be liable to End User or any third party in contract, tort or otherwise for any indirect, incidental, special, exemplary or consequential damages of any kind, including without limitation punitive or economic damages or lost profits, damages for failures of telecommunications, the Internet, or electronic communications, loss of business revenue or investment, or other intangible losses resulting from the use or inability to use the Services or otherwise under, or in connection with, any provision of these ToS. The foregoing limitations of liability apply regardless of whether Bayan Digital Information Technology Company shall be advised, shall have other reason to know or in fact shall know of the possibility of such damages.

19. GENERAL

19.1. Survival: The rights and obligations of Bayan Digital Information Technology Company and End User set forth in these ToS which by their express terms or nature and context are intended to survive termination of End User’s use of the Services, will survive any such termination.

19.2. Severability: If any term or provision of these ToS is held to be illegal, invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Such illegal, invalid, void or unenforceable term or provision or part thereof shall be deemed modified to the extent required to render it enforceable; failing which, it shall be severed from these ToS, which shall continue in full force and effect and be binding upon End User.

19.3. Changes to the ToS: Bayan Digital Information Technology Company reserves the right to change these ToS at any time and from time to time with reasonable advance notice provided to End User to better reflect new regulatory requirements, changes to the Applicable Laws, or improvements to the Services. If Bayan Digital Information Technology Company decides to change these ToS in the future, Bayan Digital Information Technology Company will give reasonable advance notice to End Users through the Services or Website. Any non-material change (such as clarifications) will become effective on the date the change is posted and any material changes will become effective thirty (30) days

from their posting on the Website. End User acknowledges and agrees that End User's continued use of the Services after the date of changes to these ToS indicates End User's agreement to the changes. The date of last update of these ToS is set out at the top of this document.

19.4. Notices: All notices under the ToS must be in writing and may be delivered personally, by post, or via electronic mail, unless otherwise specified. Notices to End Users must be sent to the specified address or email address as provided, marked for the End User's key contact. Notices to Bayan Digital Information Technology Company must be sent to its registered office or the designated email address. Notice receipt is as follows: (i) by email, upon entering the recipient's system; (ii) personal delivery, at the time of delivery; and (iii) through post, 72 hours after posting.

19.5. Non-Waiver: No failure or delay on the part of Bayan Digital Information Technology Company in exercising any right, power or remedy pursuant to these ToS shall operate as a waiver thereof, and no single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof, or the exercise of any other right, power or remedy.

19.6. Relationship of the Parties: Nothing in the ToS is intended to create, or will be construed as constituting or evidencing, a partnership or joint venture or relationship of employer and employee between any of the Parties or to authorize, or will be construed as authorizing, a Party to act as agent for any other Party. Except where expressly so stated in the Participation Conditions, no Party has authority to make any representation for, act in the name or on behalf of or otherwise to bind any other Party.

19.7. Terms coming into effect: These Terms will be effective in respect of the End Users, to the extent applicable and relevant, at the point at which the application to participate in the Services is received from an End User by Bayan Digital Information Technology Company. In participating in the Services, no End User may specify any additional provisions, conditions or limitations to its participation and any additional provisions, conditions and/or limitations which are specified by any End User will be void and of no effect.