

## SUMUP ANALYTICS

### TERMS OF SERVICE

Thank you for using SumUp Analytics, Inc.'s ("SumUp" or "we" or "our" or "us") service for text extraction, identification and interpretation made available as a software-as-a-service (such service collectively with our website, the "Services"). These Terms of Service govern your browsing, viewing and other use of the Services. To the extent you have entered into an order form with us for the provision of the Services ("Order Form") and referencing these Terms of Service, such Order Form and this Agreement together form your agreement with SumUp, and all references herein to the "Agreement" shall mean the entire agreement formed by both the Order Form and this Agreement. To the extent of any inconsistency between these Terms of Service and the Order Form, the Order Form shall prevail. To the extent that you have not entered into an Order Form, all references herein to the "Agreement" mean these Terms of Service.

**Please read this Agreement carefully, as it (among other things) provides in Section 6.5 that you may not upload certain types of data to the Services.** Please only create a Services account or otherwise use the Services if you agree to be legally bound by all terms and conditions herein. If you are viewing this on your mobile device, you can also view this Agreement via a web browser at [www.sumup.ai/SumUp%20Analytics%20Terms%20Of%20Service.pdf](http://www.sumup.ai/SumUp%20Analytics%20Terms%20Of%20Service.pdf). Your acceptance of this Agreement creates a legally binding contract between you and SumUp. If you do not agree with any aspect of this Agreement, then do not create a Services account or otherwise use the Services.

**Minimum Age Requirement.** Use of the Services by anyone under the age of 18 is prohibited. By using the Services, you represent and warrant that you are at least 18 years of age.

SumUp's Privacy Policy, at [www.sumup.ai/SumUp%20Analytics%20Privacy%20Policy.pdf](http://www.sumup.ai/SumUp%20Analytics%20Privacy%20Policy.pdf) (the "Privacy Policy"), describes the collection, use and disclosure of data and information (including location and usage data) by SumUp in connection with the Services. The Privacy Policy, as may be updated by SumUp from time to time in accordance with its terms, is hereby incorporated into this Agreement, and you hereby agree to the collection, use and disclose practices set forth therein.

The Services allow for users to upload Customer Data (as defined in Section 1). As further described in Section 6.4, you may not upload content in violation of any third-party rights, and you will be solely responsible for doing so. Users who upload prohibited content may have their accounts terminated.

- 1. How it Works.** The Services allow users to upload content in various document formats ("Customer Data") for text extraction, identification and interpretation. The Services perform analyses on your Customer Data to find trends and patterns in accordance with the functionality of the Services and your inputted parameters.
- 2. Representations and Warranties.** You represent, warrant and covenant that, in connection with this Agreement or the Services, you will not and will not attempt to: (i) violate any laws, third party rights or our policies; (ii) re-join or attempt to use the Services if SumUp has banned or suspended you; (iii) defraud SumUp or another user; or (iv) use

another user's account or allow another person to use your user account. Any illegal activities undertaken in connection with the Services may be referred to the authorities.

3. **Ownership; Proprietary Rights.** As between you and SumUp, SumUp owns all worldwide right, title and interest, including all intellectual property and other proprietary rights, in and to the Services and all usage and other data generated or collected in connection with the use thereof (excluding the Customer Data, the "SumUp Materials"). Except for as expressly set forth herein, you agree not to license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make any unauthorized use of SumUp Materials. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, algorithm or programs underlying SumUp Materials. SumUp reserves the right to modify or discontinue the Services or any version(s) thereof at any time in its sole discretion, with or without notice.
4. **Third Party Sites.** The Services may include advertisements or other links that allow you to access web sites or other online services that are owned and operated by third parties. You acknowledge and agree that SumUp is not responsible and shall have no liability for the content of such third-party sites and services, products or services made available through them, or your use of or interaction with them.
5. **Fees.** You agree to pay SumUp the then applicable fees described in any applicable Order Form in accordance with the terms therein (the "Fees"). SumUp reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of any initial term specified on the Order Form or then-current renewal term, upon notice to Customer (which may be sent by email) at least forty-five (45) days prior to the expiration of the then-current initial or renewal term, as applicable.

SumUp may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by SumUp thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by applicable laws, whichever is lower, plus all expenses of collection and may result in immediate termination of Services. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on the SumUp's net income.

## 6. Customer Data

- 6.1 The Service may allow you and other users to upload Customer Data. You acknowledge that all posted Customer Data is stored on and made available through the Services by SumUp's servers and not on your computer or other device accessing the Services.
- 6.2 You understand that all Customer Data is provided to you through the Services only on an "as-available" basis and SumUp does not guarantee that the availability of your Customer Data will be uninterrupted or bug free. You agree you are responsible for all of your Customer Data and all activities that occur under your user account.
- 6.3 You shall retain all of your ownership rights in your Customer Data. You hereby grant SumUp a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to store, use, reproduce, modify, create derivative

works of, display, perform and transmit your Customer Data in connection with: (i) your use of the Services and for SumUp to perform its obligations hereunder; (ii) improving SumUp's products and services; and (iii) as may be required by law or legal process. We may not share or transmit Customer Data to any other users or third parties without your consent except: (1) as required by law or legal process; and (2) to our service providers and contractors in connection with providing you the Services.

- 6.4 In connection with your Customer Data, you represent, warrant and covenant that: (i) you will not use material that is subject to third party intellectual property or proprietary rights, including privacy rights (including, without limitation, under any data privacy laws, rules and/or regulations) and publicity rights, unless you are the owner of such rights or have provided all legally-required notices and obtained any necessary permissions and consents from their rightful owner to upload the material and to grant SumUp all of the license rights granted herein, including, without limitation, to the extent any such notice or consent is legally required to enable SumUp to engage in the data processing functions described in the Privacy Policy and to disclose Customer data to the extent set forth in this Agreement, including without limitation, as described in Section 6.3; (ii) our exercise of the above license will not violate any law, third party rights or agreement to which you are a party; and (iii) you will not upload material that is unlawful, defamatory, libelous, threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate.
- 6.5 As also described in the Privacy Policy, you may not (and agree not to) process through the Services the following types of information: (1) Protected Health Information as defined at 45 C.F.R. § 160.103, or any other sensitive health information—for example, medical records or related insurance claims information; (2) consumer reports as defined by the Fair Credit Reporting Act or state analogues, or any loan applications or personal credit reports; (3) real estate transaction records; (4) tax filings; (5) underwritten insurance policies (either personal or assets); (6) Nonpublic Personal Information as defined in the Gramm-Leach Bliley Act or state analogues, or any bank account statements; (7) Cardholder Data or Sensitive Authentication Data as defined by the Payment Card Industry Data Security Standard, or any credit card statements; (8) police or other law enforcement records; (9) employment records; (10) Internal Revenue Service Form W-2s or Form 1099-Ss; (11) USCIS Form I-9s; (12) Social Security Numbers; and (13) Visa applications.
- 6.6 YOU ARE SOLELY RESPONSIBLE FOR THE CUSTOMER DATA. YOU UNDERSTAND AND AGREE, AS FURTHER DETAILED IN SECTION 10 BELOW, THAT THE SERVICES ARE PROVIDED “AS-IS” AND WE DO NOT GUARANTEE THAT THE FEATURES AND FUNCTIONALITY OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE TO ONLY UPLOAD CUSTOMER DATA WHICH WOULD NOT POSE LEGAL OR FINANCIAL RISK, OBLIGATION OR LIABILITY TO SUMUP, YOURSELF OR ANY THIRD PARTY IF SUCH CUSTOMER DATA IS LOST OR IS INTERCEPTED OR ACCESSED BY, OR OTHERWISE DISCLOSED TO, AN UNINTENDED THIRD PARTY. YOU HEREBY ACCEPT ANY LIABILITY RELATING TO YOUR FAILURE TO COMPLY WITH THE FOREGOING.

- 7. Prohibited Uses.** As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by this Agreement. You may not use the Services in any manner that in our sole discretion could damage, disable, overburden, impair or interfere with any other party's use of it. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You agree not to scrape or otherwise use automated means to access or gather information from the Services, and agree not to bypass any robot exclusion measures we may put into place. In addition, you agree not to use false or misleading information in connection with your user account, and acknowledge that we reserve the right to disable any user account with a profile which we believe (in our sole discretion) is false or misleading (including a profile that impersonates a third party). **WITHOUT LIMITING THE FOREGOING, YOU AGREE NOT TO, AND NOT TO ATTEMPT TO, ACCESS OR USE ANY OTHER SERVICES USER'S CUSTOMER DATA.**
- 8. Additional Terms.** When you use certain features or materials on the Services, such use or participation may be subject to additional terms and conditions posted on the Services. Such additional terms and conditions are hereby incorporated within this Agreement, and you agree to comply with such additional terms and conditions with respect to such use.
- 9. Termination.** Unless the parties have agreed to an Agreement term (including any auto-renewing terms) in an Order Form, you may terminate this Agreement at any time, for any reason or for no reason, by deleting your Services account by contacting us at [accounts@sumup.ai](mailto:accounts@sumup.ai). For clarity, you acknowledge that if the parties have agreed to a term pursuant to an Order Form, you may only terminate this Agreement in accordance with the express provisions in these Terms of Service or the applicable Order Form. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement and fails to cure such breach within such 30-day period. Customer will pay in full for the Services up to and including the last day on which the Service is provided. You agree that SumUp, in its sole discretion and for any or no reason, may terminate this Agreement, your account or your use of the Services, at any time and without notice. SumUp may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with or without notice. You agree that SumUp shall not be liable to you or any third-party for any such termination. Sections 2, 3, 5 (with respect to amounts accrued prior to such termination), 6, 7 and 9 through 16 will survive any termination of this Agreement.
- 10. Disclaimers; No Warranties.** THE SERVICES AND ANY MEDIA, INFORMATION OR OTHER MATERIALS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SUMUP AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. SUMUP AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS DO NOT WARRANT THAT THE FEATURES AND FUNCTIONALITY OF THE SERVICES WILL BE

UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVERS THAT MAKE AVAILABLE THE FEATURES AND FUNCTIONALITY THEREOF ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE AND AGREE THAT NO SECURITY MEASURES ARE 100% EFFECTIVE AND THE SERVICES USE THE INTERNET FOR DATA TRANSFER, AND INTERNET COMMUNICATIONS HAVE INHERENT INSECURITIES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

YOUR DECISIONS. INFORMATION PROVIDED BY THE SERVICE IS PROVIDED FOR INFORMATIONAL PURPOSES. YOU ARE SOLELY RESPONSIBLE FOR ALL DECISIONS REGARDING THE CONDUCT OF YOUR BUSINESS, AND UNDER NO CIRCUMSTANCES SHALL SUMUP BE LIABLE FOR SUCH DECISIONS OR THE CONSEQUENCES OF SUCH DECISIONS, REGARDLESS OF THE EXTENT TO WHICH SUCH DECISIONS MAY BE MADE IN RELIANCE ON INFORMATION PROVIDED BY THE SERVICES.

**11. Confidentiality.** Each party shall keep confidential the terms of this Agreement, all information and materials provided or made available by the other party, whether or not marked as confidential or proprietary, (for orally disclosed information) that the receiving party knows or should have reasonably known is confidential or proprietary at the time of disclosure (“Confidential Information”). For clarity, the features, functionality and content of the Services (including all data and information made available by SumUp via the Services), any Services documentation, the fees charged under any Order Form and any information regarding planned modifications or updates to the Services or other SumUp products and services constitutes Confidential Information of SumUp. Your Confidential Information includes the Customer Data. Each party shall keep and instruct its employees and agents, and in the case of SumUp, its third-party contractors, to keep Confidential Information confidential by using at least the same care and discretion as used with that party’s own confidential information, but in no case less than a prudent and reasonable standard of care. Neither party shall use Confidential Information other than for purposes of performing its obligations hereunder or as authorized by the disclosing party. Information or materials shall not constitute Confidential Information if it is: (i) in the public domain through no fault of the receiving party, (ii) known to the receiving party prior to the time of disclosure by the disclosing party, (iii) lawfully and rightfully disclosed to the receiving party by a third party on a non-confidential basis, (iv) developed by the receiving party without reference to Confidential Information or (v) required to be disclosed by law or legal process, provided that the receiving party promptly provide notice to the disclosing party of such request or requirement so the disclosing party may seek appropriate protective orders. If any party, its employees or agents breaches or threatens to breach the obligations of this Section 0, the affected party may seek injunctive relief from a court of competent jurisdiction, in addition to its other remedies, as the inadequacy of monetary damages and irreparable harm are acknowledged.

## 12. Indemnification.

- 12.1 Solely with respect to your paid use of the Services pursuant to an Order Form, SumUp agrees to, at its own expense, defend and/or settle any claim, action or suit brought by a third party against you, or your directors, officers and employees (“Your Indemnitees”), alleging that (i) the SumUp technology underlying the Services infringes such third party’s intellectual property rights; and (ii) except for with respect to any such claim arising from or relating to your breach of this Agreement (including any representation, warranty or covenant herein), that SumUp has violated such third party’s privacy rights or any express confidentiality obligations of SumUp directly to such third party with respect to SumUp’s use of your Customer Data, and SumUp will pay those amounts finally awarded by a court of competent jurisdiction against Your Indemnitees or (subject to the terms of Section 12.3) payable pursuant to a settlement agreement with respect to such claim. With respect to infringement claims in (i) above, If SumUp, in its sole discretion, believes any such claim or an adverse judgment in connection with such a claim is likely, then SumUp may, at its option, (a) obtain a license from such third-party claimant that allows you to continue use of the Services, (b) modify the Services so as to be non-infringing, or (c) if neither (a) nor (b) is available to SumUp on commercially reasonable terms, terminate this Agreement upon written notice to you. SumUp will have no obligation or liability relating to any infringement claim under this Section 12.1 that: (x) is based on modification or customization of the Services at the direction of you or any third party; (y) is based on the combination or use of the Services with any software, hardware, system, method, device or materials not provided or required by SumUp; or (z) results from your use of the Services in a manner that is inconsistent with its intended use or is in breach of this Agreement. This Section 12.1 sets forth the entire liability of SumUp and your sole and exclusive remedy in the event of any claim that the Services infringe any third party intellectual property or data privacy right.
- 12.2 You agree to indemnify and hold SumUp and its affiliated companies, and each of their officers, directors and employees, harmless from any claims, losses, damages, liabilities, costs and expenses, including reasonable attorney’s fees, arising out of or relating to your use or misuse of the Services, your Customer Data, breach of this Agreement or infringement, misappropriation or violation of the intellectual property, data privacy, third party confidentiality obligations or other rights of any other person or entity, provided that the foregoing does not obligate you to the extent such claim arises out of SumUp’s willful misconduct or gross negligence. SumUp reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.
- 12.3 Each party shall promptly notify the other party in writing of any action for which such party believes it is entitled to be indemnified pursuant to Section 12.1 or Section 12.2, as the case may be. The party seeking indemnification (the “Indemnitee”) shall cooperate with the other party (the “Indemnitor”) at the Indemnitor’s sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such claim and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee’s failure to perform any obligations under this Section 12.3 will not relieve the Indemnitor of its obligations under this Section 12.3 except to the extent that the Indemnitor can demonstrate that it has

been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor may settle any such claim so long as any settlement (i) does not, without Indemnitee's prior written approval, (x) involve the admission of any wrongdoing by any Indemnitee, (y) restrict any Indemnitee's future actions, or (z) require any Indemnitee to take any action, including the payment of money, and (ii) includes a full release of the Indemnitees.

**13. Limitation of Liability and Damages.** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL SUMUP OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT ARISE OUT OF OR RELATE TO THE SERVICES, INCLUDING YOUR USE THEREOF, OR ANY OTHER INTERACTIONS WITH SUMUP, EVEN IF SUMUP OR A SUMUP AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE SUMUP'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW. EXCEPT WITH REGARD TO SUMUP'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12.1, IN NO EVENT SHALL THE TOTAL LIABILITY OF SUMUP OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS OR SERVICE PROVIDERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SERVICES EXCEED THE GREATER OF: (A) ONE HUNDRED U.S. DOLLARS; OR (B) AMOUNTS PAID BY YOU UNDER AN APPLICABLE ORDER FORM IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE ACCRUAL OF THE FIRST CLAIM.

**14. Jurisdiction; Dispute Resolution.**

14.1 Jurisdiction – US Customers. This Section 14.1 applies only if you are domiciled within the United States. The exclusive venue for any dispute shall be in the courts in the state of California, county of San Francisco, or if it has or can acquire jurisdiction, in the United States District Court for the Northern District of California, and each of the parties irrevocably submits to each such court in any such dispute and waives any objection it may now or hereafter have to venue or inconvenience of forum. Notwithstanding the foregoing, either party may petition any court of competent jurisdiction for specific performance and other injunctive and equitable relief or in connection with enforcing its intellectual property rights.

14.2 Jurisdiction – Non-US Customers. This Section 14.2 only if you are domiciled outside of the United States. If any claim or controversy arises out of this Agreement, it shall be settled by binding arbitration by one arbitrator conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce. The decision of the arbitrator is final and shall be binding on both parties. The site of arbitration shall be San Francisco, California, USA. The English language shall be used in the arbitration

proceedings, and all documents, exhibits and other evidence shall also be in the English language. The decision of the arbitrator may be entered as a final judgment in any court of competent jurisdiction. The arbitrator shall not be empowered to award damages in excess of, and/or in addition to, actual damages, and the arbitrator shall deliver a reasoned opinion in connection with his/her decision. Notwithstanding the foregoing, either party may petition any court of competent jurisdiction for specific performance and other injunctive and equitable relief or in connection with enforcing its intellectual property rights.

**15. Miscellaneous.** SumUp may make modifications, deletions and/or additions to this Agreement (“Changes”) at any time. Changes will be effective: (i) thirty (30) days after SumUp provides notice of the Changes, whether such notice is provided through the Services user interface, is sent to the e-mail address associated with your account or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever comes first. Under this Agreement, you consent to receive communications from SumUp electronically. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect such party’s right at a later time to enforce the same. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SumUp without restriction. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in a writing, signed by both parties, or by a change to this Agreement made by SumUp as set forth herein.

**16. More Information; Complaints.** The Services are offered by SumUp Analytics, Inc., located at 329 Bryant Street, Suite 3D, San Francisco, CA 94107. If you are a California resident, we are required to inform you that you may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs via mail at 1625 North Market Blvd., Suite N112, Sacramento, CA 95834 or telephone at (916) 445-1254 or (800) 952-5210. Hearing impaired users can reach the Complaint Assistance Unit at TDD (800) 326-2297 or TDD (916) 322-1700.