

FINOM ELITE CUSTOMER FEEDBACK PROGRAM TERMS AND CONDITIONS

1. Definitions

1.1 In these Finom Elite Customer Feedback Program Terms and Conditions, the following definitions apply:

"Active Participation" means: (a) responding to Finom communications within three (3) business days; (b) attending at least seventy-five percent (75%) of scheduled Swat Team sessions during any Sprint; (c) providing substantive Feedback during each Sprint in which Customer participates; and (d) complying with the participation requirements set forth in Section 4.

"Beta Features" means any unreleased product features, tools, functionality, or development builds made available to Customer through the Program, including any features designated as "alpha," "beta," "preview," "early access," or "sandbox."

"Confidential Information" has the meaning set forth in Section 8.1.

"Customer" means the Finom customer who accepts these Terms and participates in the Program.

"Effective Date" means the date on which Customer accepts these Terms.

"Feedback" means any and all ideas, suggestions, recommendations, comments, feature requests, bug reports, use cases, workflows, concepts, know-how, techniques, improvements, derivative concepts, annotations, test results, and any other input or contributions provided by Customer directly related to the specific product challenge or opportunity being addressed during Customer's participation in the Program, whether provided verbally, in writing, electronically, or by any other means.

"Finom" means Finom Payments B.V., a company incorporated under the laws of the Netherlands.

"Good Standing" means Customer: (a) is in compliance with these Terms; (b) is in compliance with Finom's general terms of service; (c) has no outstanding payment defaults on any Finom account; and (d) has not received a written warning regarding participation or conduct within the preceding ninety (90) days.

"Pre-Existing IP" means any intellectual property owned by or licensed to Customer prior to Customer's participation in the Program, or developed by Customer independently of the Program.

"Program" means the Finom Elite Customer Feedback Program as described in these Terms.

"Program Communication Channels" means any messaging, video conferencing, or collaboration platforms designated by Finom for Program activities, including any channels, workspaces, or groups created or designated for Program purposes on such platforms.

"Program Materials" means any documents, presentations, prototypes, mockups, specifications, or other materials provided by Finom to Customer in connection with the Program.

"Sprint" means a defined period of focused co-development activity, typically lasting between two (2) weeks and six (6) months, during which a Swat Team works on a specific product challenge or opportunity.

"Standby Pool" means the group of Program participants who are not currently assigned to an active Swat Team but remain eligible for assignment to future Swat Teams.

"Swat Team" means a working group comprising Finom personnel and selected Program participants assembled to address a specific product challenge or opportunity during a Sprint.

"Terms" means this Finom Elite Customer Feedback Program Terms and Conditions.

2. Scope and Participation

2.1 The Program is a campaign launched by Finom to gather feedback from selected customers in order to develop products that serve customer business needs.

2.2 Participation in the Program is limited to current Finom customers who: (a) receive an invitation from Finom via email to their registered address; and (b) accept and agree to be bound by these Terms.

2.3 By accepting these Terms, Customer agrees to participate in the Program and to comply with all requirements set forth herein.

2.4 Finom reserves the right to limit the number of participants in the Program and to select participants at its sole discretion based on factors including, but not limited to, payment history, business profile, geographic location, and alignment with current product development priorities.

3. Program Structure

3.1 Upon acceptance into the Program, Customer will be placed in the Standby Pool. Members of the Standby Pool are eligible to be selected for Swat Teams as opportunities arise.

3.2 Placement in the Standby Pool does not guarantee selection for any Swat Team. Finom will select Swat Team participants based on relevance of Customer's business profile and use cases to the specific product challenge being addressed.

3.3 From time to time, Finom will form Swat Teams to address specific product challenges or opportunities. Each Swat Team will typically comprise five (5) to ten (10) Customer participants plus Finom personnel, including Product Managers and Engineers.

3.4 When forming a Swat Team, Finom will issue a problem statement to relevant Standby Pool members and invite volunteers. Selection for the Swat Team is at Finom's sole discretion.

3.5 Each Sprint will have a defined scope, timeline, and objectives communicated to Swat Team members at the outset.

3.6 Customer's involvement in Swat Teams is limited to providing Feedback. All product development decisions, including feature prioritization, design choices, technical implementation, and roadmap planning, remain solely with Finom.

3.7 Upon completion of a Sprint, Customer will return to the Standby Pool unless: (a) Customer withdraws from the Program; (b) Finom removes Customer from the Program; or (c) Customer is immediately assigned to another Swat Team.

4. Participation Requirements

4.1 Customer agrees to the following minimum participation requirements:

- (a) Participate in at least 1 (one) Swat Team every six (6) months;
- (b) Respond to Finom communications regarding the Program within three (3) business days;
- (c) When assigned to a Swat Team, attend at least seventy-five percent (75%) of scheduled sessions and calls;
- (d) Provide substantive, good-faith Feedback during Swat Team activities;
- (e) While in the Standby Pool, remain available for potential Swat Team assignments and respond to invitations within five (5) business days; and
- (f) Monitor Program Communication Channels to which Customer has been granted access at least weekly.

4.2 Customer acknowledges that Finom personnel and other participants are dedicating time and resources to Program activities. Customer agrees to notify Finom promptly if Customer is unable to meet participation requirements due to business demands or other circumstances.

4.3 Finom may, in its discretion, excuse temporary non-compliance with participation requirements upon reasonable advance notice from Customer.

5. Program Benefits

5.1 Subject to Customer's Active Participation and maintenance of Good Standing:

- (a) During any period in which Customer is assigned to and actively participating in a Swat Team, Customer will receive a complimentary upgrade to Finom's highest available subscription plan (the "Program Subscription"). The Program Subscription will commence upon Customer's assignment to a Swat Team and will continue for the duration of the applicable Sprint. Upon completion of a Sprint, if Customer returns to the Standby Pool, Customer's subscription will revert to the plan Customer held immediately prior to the upgrade, or to a free plan if no prior paid subscription existed. Finom will provide Customer with at least fourteen (14) days' notice before any such reversion takes effect. For the avoidance of doubt, the complimentary Program Subscription is limited strictly to the recurring monthly subscription cost during the applicable Sprint period and does not exempt

Customer from any additional fees, taxes, or surcharges accrued through the use of the services. Members of the Standby Pool who are not assigned to an active Swat Team are not entitled to a complimentary Program Subscription.

(b) Customer may receive early access to Beta Features as determined by Finom in its sole discretion, subject to the additional terms set forth in Section 6.

(c) Customer will have opportunities to provide direct input on product development priorities and feature design through Swat Team participation.

(d) Customer may be invited to participate in exclusive Program events, including an annual "State of the Product" dinner or virtual roundtable, at Finom's discretion.

5.2 The benefits described in Section 5.1 are provided solely as consideration for Customer's Active Participation in the Program. Customer acknowledges that such benefits do not constitute compensation for employment, and nothing in these Terms creates an employment, agency, or partnership relationship between Finom and Customer.

5.3 Finom reserves the right to modify Program benefits at any time upon thirty (30) days' notice to Customer. If Finom materially reduces Program benefits, Customer may terminate participation in accordance with Section 10.2.

6. Beta Features

6.1 Finom may, in its sole discretion, grant Customer access to Beta Features through a dedicated sandbox environment or through feature flags enabled on Customer's account.

6.2 Customer acknowledges and agrees that:

(a) Beta Features are provided for testing and feedback purposes only and are not intended for production use or reliance in Customer's business operations;

(b) Beta Features may contain bugs, errors, defects, or other problems that could cause data loss, system failures, or other adverse effects;

(c) Beta Features may be modified, suspended, or discontinued at any time without notice;

(d) Finom has no obligation to release any Beta Feature commercially, and features may differ substantially from any commercial release;

(e) Finom provides no support, maintenance, or service level commitments for Beta Features; and

(f) Beta Features are Confidential Information subject to Section 8.

6.3 Customer agrees to:

(a) Use Beta Features only for the purpose of providing Feedback to Finom;

(b) Not use Beta Features for production workloads or rely on Beta Features for business-critical operations;

(c) Promptly report any bugs, errors, or unexpected behavior encountered while using Beta Features;

(d) Provide Feedback on Beta Features when requested by Finom; and

(e) Cease using any Beta Feature immediately upon Finom's request or upon termination of Customer's access.

6.4 Customer's access to Beta Features will terminate automatically upon: (a) termination of Customer's participation in the Program; (b) commercial release of the feature; (c) discontinuation of the feature; or (d) Finom's written notice revoking access.

7. Program Communication Channels

7.1 Finom may grant Customer access to Program Communication Channels for the purpose of facilitating Program activities. Access to specific channels may vary based on Customer's current status (Standby Pool or active Swat Team) and the nature of current Program activities.

7.2 Customer agrees to the following acceptable use requirements for Program Communication Channels:

(a) Use channels solely for Program-related purposes;

(b) Treat all communications as Confidential Information unless clearly designated otherwise;

(c) Communicate professionally and respectfully with Finom personnel and other participants;

(d) Not share access credentials or invite third parties to Program Communication Channels;

(e) Not use channels to solicit other participants for business purposes unrelated to the Program;

(f) Not share, post, or transmit any content that is unlawful, defamatory, harassing, or otherwise objectionable; and

(g) Comply with any channel-specific guidelines or rules communicated by Finom.

7.3 Finom may monitor Program Communication Channels for quality assurance, Program improvement, and compliance purposes. Customer consents to such monitoring.

7.4 Finom reserves the right to remove Customer from any Program Communication Channel, or to revoke access entirely, for violations of this Section 7 or other provisions of these Terms.

8. Confidentiality

8.1 For purposes of these Terms, "Confidential Information" means any non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving

Party") in connection with the Program, whether disclosed orally, in writing, electronically, or by any other means, and whether or not marked as confidential. Confidential Information includes, without limitation:

(a) With respect to Finom: unreleased product features, Beta Features, product roadmaps, development timelines, internal product discussions, technical specifications, pricing strategies, business plans, user data analytics, Program Materials, and any information shared through Program Communication Channels; and

(b) With respect to Customer: business data, operational metrics, financial information, customer data, workflow processes, and strategic insights shared during co-development sessions, feedback calls, or through Program Communication Channels.

8.2 The Receiving Party agrees to:

(a) Hold the Disclosing Party's Confidential Information in strict confidence;

(b) Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;

(c) Use Confidential Information solely for purposes related to the Program;

(d) Limit access to Confidential Information to those employees, contractors, or agents who have a need to know and who are bound by confidentiality obligations at least as protective as those contained herein; and

(e) Protect Confidential Information using at least the same degree of care used to protect its own confidential information of similar importance, but in no event less than reasonable care.

8.3 The obligations set forth in Section 8.2 will not apply to information that the Receiving Party can demonstrate:

(a) Was publicly available at the time of disclosure or becomes publicly available thereafter through no fault or action of the Receiving Party;

(b) Was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party, without restriction on disclosure;

(c) Was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by contemporaneous written records;

(d) Was rightfully obtained by the Receiving Party from a third party who was entitled to disclose such information without restriction; or

(e) Is approved for release by prior written authorization of the Disclosing Party.

8.4 If the Receiving Party is compelled by law, regulation, or valid legal process to disclose Confidential Information, the Receiving Party will:

(a) Provide the Disclosing Party with prompt written notice of such requirement (to the extent legally permitted) to allow the Disclosing Party an opportunity to seek a protective order or other appropriate remedy;

(b) Cooperate reasonably with the Disclosing Party's efforts to obtain such protection; and

(c) Disclose only that portion of the Confidential Information that is legally required to be disclosed.

8.5 Upon termination of Customer's participation in the Program or upon the Disclosing Party's written request, the Receiving Party will promptly return or destroy all Confidential Information and any copies thereof, and will certify such return or destruction in writing upon request. Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information to the extent required by applicable law or regulation, or as automatically retained in routine backup systems, provided that such retained information remains subject to the confidentiality obligations herein.

8.6 The obligations of confidentiality set forth in this Section 8 will survive termination or expiration of these Terms for a period of three (3) years; provided, however, that with respect to any Confidential Information that constitutes a trade secret under applicable law, the confidentiality obligations will continue for so long as such information remains a trade secret.

9. Intellectual Property

9.1 Customer hereby irrevocably assigns, transfers, and conveys to Finom all right, title, and interest in and to any and all Feedback, including all intellectual property rights therein, whether now existing or hereafter arising, throughout the world, in perpetuity. This assignment includes, without limitation:

(a) All patents, patent applications, and patent rights;

(b) All copyrights, copyright registrations, and copyright applications;

(c) All trade secrets and proprietary rights;

(d) All rights to sue for past, present, and future infringement; and

(e) All other intellectual property and proprietary rights of any kind.

9.2 For avoidance of doubt, the assignment in Section 9.1 encompasses:

(a) All Feedback provided during Sprints, Standby Pool activities, or any other Program-related interactions;

(b) All derivative concepts, modifications, improvements, or enhancements based on or inspired by Customer's Feedback;

(c) All Feedback provided through any medium, including verbal discussions, written communications, electronic submissions, annotations on prototypes, or any other form; and

(d) All Feedback provided through any channel, including scheduled sessions, informal conversations, Program Communication Channels, or unsolicited submissions.

9.3 Notwithstanding the foregoing, Customer retains all right, title, and interest in and to Customer's Pre-Existing IP. To the extent Customer incorporates or references any Pre-Existing IP in Feedback, Customer hereby grants Finom a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to sublicense through multiple tiers, to use, reproduce, modify, create derivative works from, distribute, publicly display, publicly perform, and otherwise exploit such Pre-Existing IP solely as incorporated in or necessary to utilize the Feedback.

9.4 Customer represents and warrants that Customer has identified to Finom any Pre-Existing IP incorporated in Feedback at the time such Feedback is provided. In the absence of such identification, Finom may presume that Feedback does not contain Pre-Existing IP and is fully assigned under Section 9.1.

9.5 To the extent permitted by applicable law, Customer hereby irrevocably waives and agrees not to assert any moral rights, droit moral, or similar rights (including rights of attribution, integrity, disclosure, and withdrawal) that Customer may have in any Feedback. Where such waiver is not permitted by applicable law, Customer consents to Finom making modifications to any Feedback without attribution, to the extent permitted by applicable law.

9.6 Customer agrees to execute and deliver any documents, and to take any actions, that Finom may reasonably request to perfect, evidence, or enforce the assignments and waivers set forth in this Section 9, including assignments, declarations, or other instruments required for patent, copyright, or other intellectual property registrations.

9.7 Customer acknowledges and agrees that:

(a) Customer has no ownership interest, license, or other rights in any Finom products, features, services, or intellectual property, whether or not influenced by, derived from, or incorporating Customer's Feedback;

(b) The provision of Feedback does not create any joint ownership, joint inventorship, or co-authorship between Customer and Finom;

(c) Finom's use or non-use of Feedback is entirely at Finom's discretion; and

(d) Customer is not entitled to any compensation, royalty, revenue share, or other payment in connection with Finom's use of Feedback, beyond the Program benefits expressly set forth in these Terms.

9.8 Finom has no obligation to review, consider, implement, or otherwise use any Feedback. Finom retains sole and absolute discretion over all product development decisions. Customer acknowledges that similar or identical ideas may be independently developed by Finom or received from other sources, and Customer will have no claim against Finom based on Finom's use of any such ideas.

9.9 Customer acknowledges that Finom owns all right, title, and interest in and to Finom's products, services, Program Materials, trademarks, and all associated intellectual property. Nothing in these Terms grants Customer any license or right to use Finom's intellectual

property except as expressly provided in connection with Customer's authorized use of Finom's services under applicable terms of service.

10. Term and Termination

10.1 These Terms will be effective from the Effective Date and will continue until terminated in accordance with this Section 10.

10.2 Either party may terminate these Terms for any reason upon thirty (30) days' prior written notice to the other party.

10.3 Either party may terminate these Terms immediately upon written notice if the other party:

(a) Materially breaches these Terms and fails to cure such breach within fifteen (15) days after receiving written notice thereof;

(b) Becomes insolvent, files for bankruptcy, or has bankruptcy proceedings instituted against it; or

(c) Ceases to conduct business in the normal course.

10.4 Finom may terminate these Terms or remove Customer from the Program immediately upon written notice if Customer:

(a) Fails to meet any of the participation requirements as set forth in Section 4 for two (2) consecutive months without prior arrangement with Finom;

(b) Discloses Confidential Information in violation of Section 8;

(c) Engages in conduct that is disruptive, unprofessional, or detrimental to the Program or other participants;

(d) Provides false or misleading information to Finom;

(e) Violates Finom's terms of service or acceptable use policies; or

(f) Ceases to be a Finom customer.

10.5 Upon termination or expiration of these Terms for any reason:

(a) Customer's participation in the Program will cease immediately;

(b) Customer's access to Program Communication Channels, Beta Features, and Program Materials will be revoked;

(c) Customer must comply with the return or destruction requirements in Section 8.5;

(d) If Customer holds an active Program Subscription at the time of termination, such Program Subscription will terminate, and Customer will be transitioned to the subscription plan Customer held immediately prior to the most recent Program Subscription upgrade, or to

a free plan if no prior paid subscription existed. Finom will provide Customer with thirty (30) days' notice of such transition to allow Customer to select an alternative plan.

(e) All provisions that by their nature should survive will survive, including Sections 8, 9, 11, 12, and 14.

10.6 For the avoidance of doubt, termination or suspension of Customer's participation in the Program, whether for cause or otherwise, shall not affect Customer's underlying Finom account, payment services, or any other products or services provided by Finom under separate agreements. Customer's rights and obligations under any other agreement between Customer and Finom shall continue in full force and effect, independent of Customer's participation or non-participation in the Program.

11. Representations and Warranties

11.1 Customer represents and warrants that:

(a) Customer has full power and authority to enter into these Terms, to participate in the Program, and to grant the assignments, waivers, and licenses set forth herein. If Customer is participating on behalf of a legal entity, the individual accepting these Terms has authority to bind such entity.

(b) All Feedback provided by Customer is original to Customer, or Customer has the right to provide and assign such Feedback, or Customer has identified such Feedback as containing Pre-Existing IP in accordance with Section 9.4. The Feedback does not and will not infringe, misappropriate, or violate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

(c) Customer's participation in the Program and provision of Feedback does not and will not violate any agreement, obligation, or duty that Customer has to any third party, including any current or former employer, client, or business partner.

(d) All information provided by Customer in connection with the Program, including business profile information and Feedback, will be accurate and not materially misleading.

11.2 CUSTOMER ACKNOWLEDGES AND AGREES THAT:

(a) PARTICIPATION IN THE PROGRAM AND ALL PROGRAM BENEFITS ARE PROVIDED "AS-IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED;

(b) FINOM DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND QUIET ENJOYMENT;

(c) FINOM DOES NOT WARRANT THAT ANY BETA FEATURES WILL BE FREE OF ERRORS, THAT DEFECTS WILL BE CORRECTED, OR THAT SUCH FEATURES WILL BE RELEASED COMMERCIALY;

(d) FINOM DOES NOT WARRANT THAT CUSTOMER WILL BE SELECTED FOR ANY SWAT TEAM OR THAT ANY PARTICULAR PRODUCT OUTCOME WILL RESULT FROM CUSTOMER'S PARTICIPATION; AND

(e) PROGRAM MATERIALS AND BETA FEATURES MAY CONTAIN BUGS, ERRORS, OR OTHER PROBLEMS THAT COULD CAUSE SYSTEM OR DATA FAILURES.

12. Indemnification

12.1 Customer agrees to indemnify, defend, and hold harmless Finom and its affiliates, officers, directors, employees, agents, and successors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

(a) Customer's breach of any representation, warranty, or obligation under these Terms;

(b) Any claim that Customer's Feedback infringes, misappropriates, or violates any third-party intellectual property or proprietary right;

(c) Customer's violation of any applicable law or regulation in connection with the Program; or

(d) Customer's gross negligence or willful misconduct in connection with the Program.

12.2 Finom agrees to indemnify, defend, and hold harmless Customer from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

(a) Finom's breach of any representation, warranty, or obligation under these Terms; or

(b) Finom's gross negligence or willful misconduct in connection with the Program.

12.3 The indemnifying party's obligations under this Section 12 are conditioned on the indemnified party: (a) providing prompt written notice of the claim; (b) granting the indemnifying party sole control of the defense and settlement of the claim; and (c) providing reasonable cooperation at the indemnifying party's expense.

13. Limitation of Liability

13.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGRAM, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FINOM'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGRAM SHALL NOT EXCEED THE GREATER OF: (A) THE VALUE OF PROGRAM SUBSCRIPTION RECEIVED BY CUSTOMER DURING THE

TWELVE (12) MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED EUROS (€100).

13.3 Nothing in these Terms excludes or limits liability for:

- (a) Death or personal injury caused by negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) Damages caused by intent or gross negligence;
- (d) Breach of confidentiality obligations under Section 8; or
- (e) Any liability that cannot be excluded or limited under applicable law.

14. Data Protection

14.1 Finom processes personal data in connection with the Program as a data controller within the meaning of Regulation (EU) 2016/679 ("GDPR"). Finom has made available to Customer the Program Privacy Notice (the "Program Privacy Notice"), which describes the categories of personal data processed, the purposes and legal bases for processing, data recipients, international data transfers, retention periods, and Customer's rights as a data subject. Customer confirms that Customer has read and understood the Program Privacy Notice prior to accepting these Terms.

14.2 Customer acknowledges and agrees that:

- (a) Participation in the Program involves the use of third-party communication platforms (including Slack, WhatsApp, and Telegram) that process data in accordance with their own privacy policies and terms of service, which may involve the transfer of data to jurisdictions outside the European Economic Area; and
- (b) Finom personnel, including members of Finom's product, research, and development teams, participate in Program Communication Channels and review Feedback and communications shared through those channels for product development and improvement purposes; and
- (c) Finom may review content shared through Program Communication Channels to verify compliance with the confidentiality and acceptable use obligations set forth in these Terms.

14.3 Customer acknowledges that participation in the Program may involve the processing of Customer's business information by Finom for product development and improvement purposes. Finom will use such information in accordance with its Privacy Notice and these Terms.

14.4 To the extent Customer shares business data, customer data, or other information containing personal data during Program activities, Customer represents and warrants that Customer has all necessary rights, consents, and legal bases to share such data with Finom for Program purposes.

14.5 Customer agrees to provide a copy of the Program Privacy Notice to any individuals whose personal data Customer provides to Finom in connection with the Program.

14.6 For questions regarding the processing of personal data in connection with the Program, Customer may contact Finom's Data Protection Officer at privacy@finom.co.

15. Notices

15.1 All notices under these Terms must be in writing and will be deemed given:

- (a) When delivered personally;
- (b) When sent by email, upon confirmed receipt or, if sent during non-business hours, at 9:00 AM on the next business day in the recipient's jurisdiction;
- (c) One (1) business day after deposit with an internationally recognized overnight courier; or
- (d) Five (5) business days after deposit in the mail, postage prepaid, certified or registered, return receipt requested.

15.2 Notices to Customer will be sent to the email address registered with Customer's Finom account, or to such other address as Customer may designate by notice to Finom.

15.3 Notices to Finom will be sent to:

Finom Payments B.V. - Jachtavenweg 109H, 1081 KM, Amsterdam, The Netherlands.

Attn: Legal Department Email: legal@finom.co

or to such other address as Finom may designate by notice to Customer.

15.4 Routine Program communications (such as Swat Team invitations, session scheduling, and Feedback requests) may be sent through Program Communication Channels and do not require formal notice under this Section 15.

16. General Provisions

16.1 These Terms are governed by the laws of the Netherlands, without regard to conflict of law principles. Any disputes arising from or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.

16.2 Finom reserves the right to modify these Terms at any time. Material changes will be communicated to Customer at least thirty (30) days before taking effect. Continued participation after changes take effect constitutes acceptance of the modified Terms. If Customer does not agree to any modification, Customer may terminate participation in accordance with Section 10.2.

16.3 Finom reserves the right to suspend or cancel the Program at any time if circumstances beyond Finom's reasonable control make it necessary, including:

- (a) Force majeure events (e.g., natural disasters, pandemics, war, civil unrest);
- (b) Technical failures affecting the integrity of the Program;
- (c) Suspected fraud or manipulation; or

(d) Legal or regulatory requirements.

In such cases, Finom will use reasonable efforts to notify participants. Finom shall not be liable for any suspension or cancellation under this Section 16.3.

16.4 Finom reserves the right to disqualify any participant who:

(a) Violates these Terms;

(b) Engages in fraudulent, deceptive, or dishonest conduct; or

(c) Behaves in a manner that is abusive, threatening, or harassing toward Finom employees or other participants.

16.5 If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent.

16.6 Finom's failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

16.7 These Terms, together with Finom's Privacy Notice and general terms of service, constitute the entire agreement between Customer and Finom regarding the Program and supersede any prior agreements, understandings, or representations.

16.8 Finom may assign its rights and obligations under these Terms to any affiliate or successor without notice. Customer may not assign Customer's rights or obligations under these Terms without Finom's prior written consent.

16.9 Nothing in these Terms creates a partnership, joint venture, employment relationship, or agency relationship between Finom and Customer. Customer participates in the Program only in Customer's capacity as a Finom customer.

16.10 These Terms are drafted in English. If these Terms are translated into any other language, the English version shall prevail in case of any conflict or inconsistency.