

## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

By using our site, you confirm that you accept these terms of use, and that you agree to comply with them. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

### **About Us**

<https://www.mmfinance.io/> (“website”) is operated and provided by M&M Finance Limited (“M&M”) having its registered office at 110 Bishopsgate, London, United Kingdom EC2N 4AY having company number 12578766 and FCA Reference Number 903084.

M&M provides its services via its proprietary product, Banky, accessible at (<https://www.banky.io/>). The terms of use applicable during the utilisation of Banky shall be governed by this document.

The corporation furnishes its services via its proprietary product, Banky, accessible at the specified address. The Terms of Use applicable during the utilization of Banky shall be governed by this document.

If you use our services from us or from one of our subsidiary companies, the customer terms and conditions will apply to you. All our services or the services of any of our subsidiaries are also subject to additional terms and conditions.

- We do not guarantee that the Website or any content of it will always be available and, we reserve the right to suspend, withdraw or restrict the availability of all or any part of the website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- If you’re provided with or as the case may be you opt-in to having a user identification name, account password or any other piece of information as part of our security procedures, you must treat such information as confidential. If we provide such feature, we reserve the right to disable any login or password if we reasonably believe you have failed to comply with any of the provisions contained in these terms.
- The content on our Website is provided for general information only. It is not intended to amount to advice. You must always obtain a professional before taking any action on the basis of the content on our Website. Even though we aim to update the information of our Website regularly, we make no representations, warranties, or guarantees that the content and the information on our Website is accurate, complete, or up to date.

### **Our Liability**

Nothing contained in this clause excludes or limits M&M’s liability for death or personal injury arising from negligence, fraud, fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

To the extent permitted by law we exclude all conditions, warranties, representations, and other terms, whether express or implied, which may apply to the site, or any content on it. You therefore use the site at your sole risk and M&M will not be liable for any loss or damage whatsoever and howsoever arising as a result of your use of or reliance upon the information contained on the site, to the maximum extent permitted by law.

We do not represent or warrant that the Website will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating destructive properties will be transmitted or that no damage will occur to your computer. It is your sole responsibility to ensure you have adequate protection and back-up data and equipment, as well as undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in our Agreement(s) which are not contained in this document and will be provided separately. Subject to Agreement(s):

- We exclude all implied conditions, warranties, representations, or other terms that may apply to our site or any content on it;
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - Use of, or inability to use our site; or
  - Use of or reliance on any content displayed on our site (including without limitation, any third-party infringement claims).
- In particular, we will not be liable for:
  - Loss of profits, sales, business, or revenue;
  - Business interruption;
  - Loss of anticipated savings;
  - Loss of business opportunity, goodwill, or reputation;
  - Loss or corruption of data; or
  - Any indirect or consequential loss or damage.

#### **Viruses, Hacking and Other Offences**

- You must not misuse the Website by knowingly introducing viruses, Trojans, worms, bots, logic, bombs, or any other malicious software.
- You must not attempt to gain unauthorised access to the Website, the server on which our Website is stored, or any server, computer or database connected to the Website.
- You must not attack the Website via a denial of Service ("DOS") attack or a distributed DOS attack. M&M will report such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your personal information

to them. In the event of such a breach, your right to use the Website will cease immediately.

- We do not guarantee that the site will be secure or free from bugs or viruses. It is your responsibility to ensure you have up to date and effective anti-virus and anti-malware software on your device/s.
- We will not be liable for any loss or damage caused by a distributed DOS attack, viruses or any other malicious software that infect your equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or any site linked to it.
- We are not liable for any loss or damage suffered by you that is fair and legal and does not damage our reputation or take advantage of it.

### **Complaints Management**

We may transfer our rights and obligations under these terms to another organisation. We will notify you if this happens via the site and we will ensure that the transfer will not affect your rights under the contract.

If you have a complaint about our Services, please email us at [support@mmfintech.io](mailto:support@mmfintech.io) so that M&M can investigate the circumstances for you. We will aim to deal quickly and fairly with any complaints you have about our services in accordance with our obligations under applicable law. M&M may, however, direct you to:

- your account provider if your complaint relates to the services provided under the Account Terms; or
- the application through which you accessed our services if your complaint relates to the products and/or services provided by the application under the application terms.
- M&M is not responsible for any complaints or disputes about products and/or services provided by the application through which you accessed our services, other third parties, or your account provider. You should settle these with the application, third party, or account provider directly.

### **Communication**

Where relevant, M&M may send you information and notifications to your email address or mobile number via SMS where M&M considers this appropriate.

If your contact details (including your mobile phone number or email address) change, you should tell us as soon as you can. You are responsible for maintaining and regularly checking your device or email inbox for information and notifications from M&M. You can contact M&M Fintech by emailing us at [support@mmfintech.io](mailto:support@mmfintech.io)

### **Access To Our API Sandbox**

From time to time, we may make certain APIs available through links on our site for the purposes of enabling customers or potential customers and/or their developers on their

behalf, to trial the technical interfaces of the API and to assist with a purchasing decision (“**API Sandbox**”)<sup>1</sup>.

Where an API Sandbox is linked from our site:

- Your/your developer’s use of the API Sandbox shall be subject to the terms of any license made available by us to you/your developer prior to access to the API Sandbox being granted (“**Licence**”); and,
- In the absence of any such License being provided to you/your developer, you/your developer’s use of the API Sandbox shall be limited to the permitted purposes set out in clause above and any other use shall be prohibited subject to our prior written consent.

Except as expressly stated in the Licence and/or these terms:

- the API Sandbox is provided on an ‘as-is’ basis and we make no representations or warranties that your use of the API Sandbox will be un-interrupted or error-free;
- we hereby exclude any conditions, warranties or other terms which might have effect between us or be implied or incorporated into these terms or any collateral contract, whether by statute, common law or otherwise;
- you/your developer (as applicable) shall have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the contents of the API Sandbox in whole or in part except to the extent that any reduction of the contents of the API Sandbox to human readable form (whether by reverse engineering, de-compilation or disassembly) is necessary for the purposes of testing the integration of the contents of the API Sandbox with the operation of other software or systems used by you, or, where you are a developer, your client, unless we have expressly agreed to the carrying out of such action;
- you acknowledge that the contents of the API Sandbox constitute the proprietary and confidential information of M&M, and you shall, during the period of use and for 5 years following your use of the API Sandbox, keep confidential, and shall not use for your own purposes, nor without the M&M’s prior written consent disclose to any third party (except to your developers, professional advisors or as may be required by any law or any legal or regulatory authority) any, information concerning the API Sandbox, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of these terms, or subsequently comes into your lawful possession from a third party; and you shall use all reasonable endeavours to prevent the unauthorised disclosure of any such information.

---

<sup>1</sup> Fundamentally, an API sandbox is an environment that testers can use to mimic the characteristics of the production environment and create simulated responses from all APIs the application relies on.

### **Linking From Our Site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. We have no control over the contents of those sites or resources.

### **Jurisdiction**

If you are a consumer, please note that these terms of use, their subject matter, and their formation, are governed by the laws of England and Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

If you are a business, these terms of use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **Trademarks**

- We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our Website.
- You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.
- If you print off, copy or download any part of our Website in breach of these terms of use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Changes To These Terms**

We amend these terms from time to time. Every time you wish to use our Website, please check these terms to ensure you understand the terms that apply at that time.

### **Changes To Our Site**

We may update and change our Website from time to time to reflect changes to our products, our users' needs, and our business priorities. We will try to give you reasonable notice of any major changes.